



Twin Falls Planning & Zoning Commission Agenda

Tuesday, March 27, 2018, 6:00 PM

203 Main Ave E
Twin Falls, ID 83301

Members -

City Limits: Danielle Dawson, Vice-Chair; Craig Hawkins; Gerardo "Tato" Muñoz, Chairman; Ed Musser; Carolyn Bolton; Curtis Hansen; Craig Kelley

Area of Impact: Ryan Higley; David Detweiler

- 1) Confirmation of Quorum/Call Meeting to Order
- 2) Consideration of Amendments to Agenda
- 3) General Public Input
- 4) Consent Calendar
- 5) Items of Consideration
 - a) Consideration of the **Preliminary Plat** for the Alexa Lane Subdivision, consisting of five (5) residential lots and one (1) parcel, on 1.567 +/- acres located at 1700 3rd Avenue East. c/o Rex Harding/Riedesel Engineering, Inc. on behalf of Chris Jones.
Purpose: Action By: Steve O'Connor, Planner I
 - b) Consideration of the **Preliminary Plat** for The Springs of the Preserve Subdivision, A PUD, consisting of 53 single-family residential lots on 45.39 (+/-) acres located at the southeast corner of Eastland Drive North and Pole Line Road East. c/o Gerald Martens on behalf of Connie Storrer
Purpose: Action By: Steve O'Connor, Planner I
 - c) Preliminary Presentation for a **PUD Amendment** to the Cedar Park PUD # 210 to allow a planned Residential 4-plex Development on one (1) lot within the C-1 Zoned Designated area as shown on the Master Development Plan, located at the North West corner of Meadow View Lane, extended, and Addison Avenue East c/o Dave Thibault/EHM Engineers, Inc. on behalf of Summit Development EHM, Engineers, Inc. (app. 2934)
Purpose: Action By: Jonathan Spendlove, Senior Planner
- 6) Public Hearings
 - a) Request for a **Special Use Permit** to construct a 2160 SF (36' x 60') detached accessory building on property located at 4037 North 3320 East in the City's Area of Impact. c/o Ryan Patrick (app. 2928) **WITHDRAWN BY APPLICANT**
 - b) Request for a **Zoning District Change and Zoning Map Amendment** from R-2 to R-2 PRO for property located at 104 Lincoln Street. c/o Brian Tanner (app. 2929)
Purpose: Recommendation By: Jonathan Spendlove, Senior Planner

- c) Request for an **Amendment to Special Use Permit #1334**, granted on October 14, 2014 to Dutch Bros to operate a drive-through retail facility, to add parking and drive aisles on an undeveloped portion of Lot 3, Block 1 of the Pole Line Commercial Subdivision #1, a PUD, for property located at 572 Pole Line Road. c/o Kyle Cooper on behalf of BB Holding, LLC ID (app. 2930)

Purpose: Action By: Steve O'Connor, Planner I

- d) Request for a **PUD Amendment to The Preserve PUD #261** to reflect changes in proposed uses, project boundary, completion of Canyon Rim Trail, dedicating Trail Head Park and to allow project specific roadway standards on approximately 370(+/-) acres located at the southeast corner of Eastland Drive North and Pole Line Road East. c/o Gerald Martens on behalf of Connie Storrer (app. 2931)

Purpose: Recommendation By: Jonathan Spendlove, Senior Planner

- e) Request for an **Amendment to Special Use Permit #1380**, granted December 8, 2015, by adding an outside storage unit facility on property located at 147 Madrona Street. c/o U-Haul Co. of Idaho (app. 2932) **WITHDRAWN TO BE RESCHEDULED**

7) Upcoming Meeting(s)

- a) April 4, 2018 Work Session
- b) April 10, 2018 Public Hearing

8) Adjournment

Any person(s) needing special accommodations to participate in the above-noticed meeting could contact Lisa A. Strickland (208) 735-7267 at least two working days before the meeting. Si desea esta información en español, llame Leila Sanchez (208) 735-7287.

CITY OF TWIN FALLS

PLANNING & ZONING COMMISSION

Public Hearing Procedures for Zoning Requests

1. Prior to opening the public meeting, the Chairman shall review the public hearing procedures, confirm a quorum is present and introduce staff present.
2. Individuals wishing to testify or speak before the Commission shall wait to be recognized by the Chairman, approach the microphone/podium, state their name, then commence with their comments. Following their statements, they shall write their name on the Sign-In record sheet(s) located on a separate table near the entrance of the chambers. The administrative assistant shall make an audio recording of each public meeting.
3. **The Applicant, or the spokesperson for the Applicant, shall make a presentation** on the application/request. No changes to the request may be made by the applicant after the publication of the Notice of Public Hearing – WHICH IS A MINIMUM OF 15 DAYS PRIOR TO PUBLIC HEARING. **The applicant's presentation should include the following:**
 - A complete explanation and description of the request.
 - Why the request is being made.
 - Location of the Property.
 - Impacts on the surrounding properties and efforts to mitigate those impacts.

The Applicant is limited to 15 minutes, unless a written request for additional time is received and granted by the Chairman prior to commencement of the public meeting.

4. Upon completion of the applicant's presentation City Staff will present a staff report which shall summarize the application/request, history of the property, if any, staff analysis of the request and any recommendations.
 - **The Commission may ask questions of staff or the applicant pertaining to the request at this time.**
5. The public will then be given the opportunity to provide public testimony/input/comments regarding the request.
 - **The Chairman may limit public testimony to no more than two (2) minutes per person.**
 - **Five (5) or more individuals, having received personal public notice of the application under consideration, may select a spokesperson by written petition. The spokesperson shall be limited to 15 minutes.**
 - **No written comments, including e-mail, received after 12:00 o'clock noon on the date of the hearing will be accepted for consideration by the hearing body. Written comments, including e-mail, received by 12:00 o'clock noon or before the date of the hearing shall be either read into the record or displayed on the overhead projector either during or upon the completion of public comment.**
 - **Following the Public Testimony, the applicant is permitted a maximum five (5) minutes rebuttal to respond to Public Testimony.**
6. Following the Public Testimony and Applicant's response, the Public Input portion of the public hearing shall be closed- **No further public testimony is permitted.** Commission Members, as recognized by the Chairman, shall be allowed to request clarification of any public testimony received of the Applicant, Staff or any person who has testified. The Chairman may again establish time limits.
7. The Chairman shall then close the Public Hearing. The Commission shall deliberate on the request. Deliberations and decisions shall be based upon the information and testimony provided during the Public Hearing. **Once the Public Hearing is closed, additional testimony from the staff, applicant or public is not allowed.** Legal or procedural questions may be directed to the City Attorney.

Any person not conforming to the above rules may be prohibited from speaking. Persons refusing to comply with such prohibitions may be asked to leave the hearing and thereafter removed from the room by order of the Chairman.



Public Meeting: **TUESDAY, March 27th, 2018**

To: Planning and Zoning Commission

Presenter: Steve O'Connor, Planner I

AGENDA ITEM 5a

Request: Consideration of the **Preliminary Plat** for the Alexa Lane Subdivision, consisting of five (5) residential lots and one (1) parcel, on 1.567 +/- acres located at 1700 3rd Avenue East. c/o Rex Harding/Riedesel Engineering, Inc. on behalf of Chris Jones.

Time Estimate:

The applicant's presentation may take up to ten (10) minutes. Staff presentation will be approximately five (5) minutes.

Background:

Applicant Chris Jones Eagle Financial, LLC 510 2 nd Ave. S. Twin Falls, ID 83301 208.539.1246 chris@planttherapy.com Representative Rex Harding Riedesel Engineering, Inc. 526C Shoup Ave. W. Twin Falls, ID 83301 208.733.2446 rharding@riedeseleng.com	Status: Owner	Size: 1.567 +/- acres
	Current Zoning: R-4	Requested Zoning: Approval of the Preliminary Plat
	Comprehensive Plan: Town Neighborhood	Lot Count: 5 Lots and 1 tract
	Existing Land Use: Residential	Proposed Land Use: Residential- 5 duplexes
	Zoning Designations & Surrounding Land Use(s)	
	North: 3 rd Ave. E.; R-4; Residential	East: R-4; Residential
	South: R-4; Residential	West: R-4; Residential
	Applicable Regulations: 10-1-4, 10-1-5, 10-4-6, 10-4-5, 10-12-1 through 4;	

Approval Process:

As per Twin Falls City Code 10-12-2.3 Action on Preliminary Plat:

The Commission may approve, conditionally approve, deny or table for additional information when acting on the preliminary plat. If tabled, approval or denial shall occur at the regular meeting following the meeting at which the plat is first considered by the Commission. The action and the reasons for such action shall be stated in writing by the Administrator and forwarded to the applicant. The administrator shall also forward a statement of the action taken and the reasons for such action together with a copy of the approved preliminary plat to the Council for its information and record.

Budget Impact:

As the request is for a Preliminary Plat, approval of this request will have negligible impact on the City budget.

Regulatory Impact:

Upon approval of a preliminary plat a final plat that is in conformance with the approved preliminary plat and including any conditions the Commission may have required, is then presented to the City Council. Only after a final plat has been approved by the City Council and construction plans approved, may the plat be recorded and lots sold for development.

History:

Aerial Photos show this area with residential development since the 1950's. Records reflect a house being built on this lot in 1946 and it appeared to be agriculturally utilized up to sometime between 1969 and 1989. The Parks n Lieu Request was recommended for approval by the Parks and Recreation Commission on March 13, 2018. The Parks n Lieu Request has not been scheduled for City Council as of today.

Analysis:

This is a request for preliminary plat of Alexa Lane, a proposed residential duplex development located at 1700 3rd Ave. E. The proposed plat consists of 5 buildable lots and one tract.

This is the first step of the plat approval process. A preliminary plat is presented to the Planning and Zoning Commission. The Commission may approve the preliminary plat, deny it, or approve it with conditions. A final plat, that is in conformance with the approved preliminary plat and including any conditions the Commission may have required, is then presented to the City Council. Only after a final plat has been approved by the City Council and construction plans approved, may the plat be recorded and lots sold for development.

Approval of a preliminary plat does not constitute a commitment by the City to provide water or waste water services. The plat indicates that each lot will be connected to City of Twin Falls water and sewer systems. A guarantee of services comes when the City Engineer signs a will-serve letter after final and construction plans are reviewed

The plat is consistent with subdivision development criteria and is in conformance with the Comprehensive Plan, which designates this area as "Town Neighborhood."

Conclusion:

Staff recommends the commission approve the preliminary plat of the Alexa Lane Subdivision, as presented, and subject to the following conditions:

1. Subject to final technical review and amendments as required by building, engineering, fire, and zoning officials to ensure compliance with all applicable city code requirements and standards.
2. Subject to City Council approval of Parks-in-Lieu request before Final Plat can be approved.

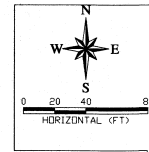
Attachments:

1. Preliminary Plat
2. Zoning Vicinity Map
3. Aerial Photo Map
4. Photos

LOCATED IN
 LOTS 16 & 17, "RICHEY
 SUBDIVISION" IN
 N² SE⁴ SW⁴ SECTION 15,
 TOWNSHIP 10 SOUTH,
 RANGE 17 EAST,
 BOISE MERIDIAN
 TWIN FALLS COUNTY, IDAHO
 2017

PRELIMINARY PLAT FOR
ALEXA LANE SUBDIVISION
 A RE-SUBDIVISION OF LOT 16 AND PART OF THE RICHEY SUBDIVISION

RECEIVED
 DEC 27 2017
 CITY OF TWIN FALLS
 ENGINEERING DEPT.



OWNER: CHRIS S. & MARINA JONES
 2277 CHALLENGER EAST DR.
 TWIN FALLS, ID 83301
 208-559-1246

OWNER: EAGLE FINANCIAL, L.L.C.
 510 2ND AVENUE SOUTH
 TWIN FALLS, ID 83301
 208-559-1246

ENGINEER: RIEDESEL ENGINEERING, INC.
 1012 L. HARRISON, P.E.
 5500 SHOLUP AVENUE W.
 TWIN FALLS, ID 83301
 208-733-2446

SURVEYOR: ALL POINTS LAND SURVEYING
 JOHN D. ROOF P.L.S. 989
 1340 PLAINVIEW DR.
 TWIN FALLS, ID 83301
 208-733-7057

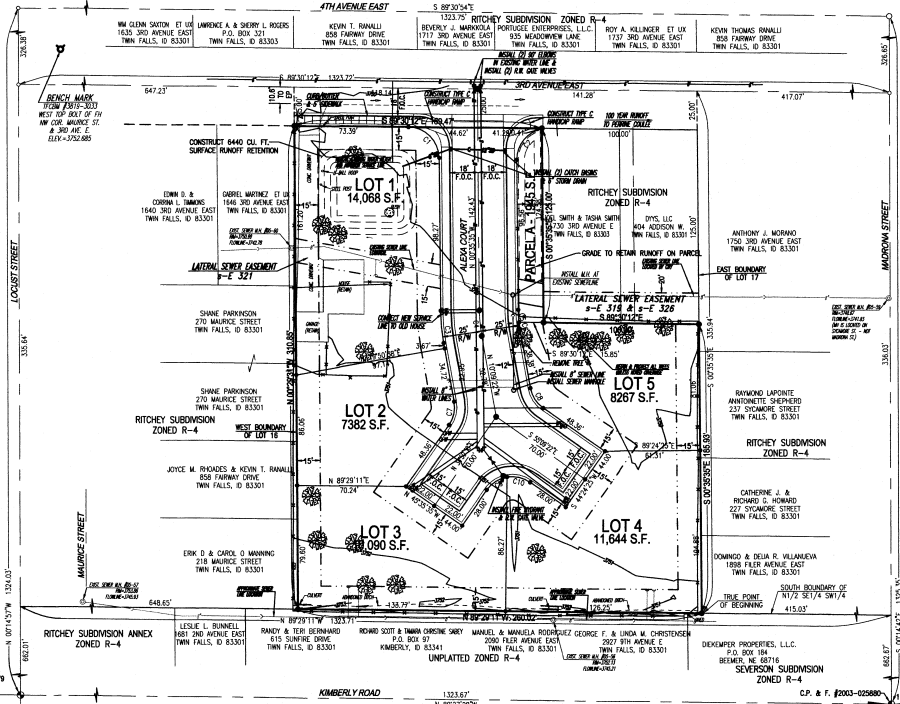
TOTAL SUBD. AREA: 1.567 ACRES

EXIST. USE: 1 HOUSE/HAYMOW

PROPOSED USE: RESIDENTIAL

EXIST. ZONING: R-4

UTILITIES: CITY OF TWIN FALLS WATER AND SEWER SYSTEMS AVAILABLE



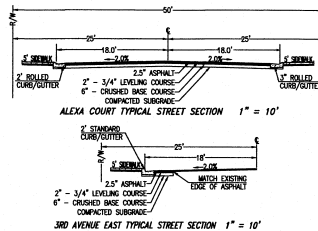
LEGEND

SUBDIVISION BOUNDARY	---
STREET CENTERLINE	---
RIGHT-OF-WAY LINE	---
UTILITY EASEMENT	---
EXISTING EDGE OF ASPHALT	---
FENCELINE	---
EXISTING 8" CONC. SEWER LINE	---
PROPOSED 8" SEWER LINE	---
EXISTING 8" WATER LINE	---
PROPOSED 8" WATER LINE	---
PROPOSED FENCE RETAINED SIGNING CURB/OUTLET/SEWER/ROADWAY	---
PROPOSED ROLLED CURB/OUTLET/SIDEWALK	---
EXISTING SEWER MANHOLE	o
PROPOSED SEWER MANHOLE	o
PROPOSED SEWER SERVICE	---
PROPOSED WATER SERVICE	---
PROPOSED FIRE HYDRANT	o
PROPOSED WATER VALVE	o
EXISTING POWER POLE	o
FOUND BRASS CAP	o
FOUND 5/8" STEEL PIN	o
FOUND 1/2" STEEL PIN	o
SET 5/8" REBAR & CAP	o
SET 1/2" REBAR & CAP	o
EXISTING TREE	o
DRAINAGE ARROW	---

STORM WATER RETENTION CALCULATIONS
 50-YEAR 24-HOUR STORM = 19 INCHES

PROPERTY LOCATION	TOTAL AREA (Sq. Ft.)	RUNOFF AREA (Square Feet)		RETENTION Surface
		Impermeable (0.95)	Landscape (0.25)	
Alexa Court	14,849	13,781	1,068	2,132
Lot 1	14,068	2,172	11,896	986
Lot 2	7,382	2,532	4,850	650
Lot 3	10,090	2,100	7,990	758
Lot 4	11,644	2,496	9,148	862
Lot 5	8,267	2,556	5,711	701
Combined	66,300	25,637	40,663	6,109
Parcel A	1,945	0	1,945	108

Curve #	Length	Radius	Delta	TANGENT	CHORD	CHORD BEC
C1	31.03	30.00	088°53'59"	19.62	28.01	145°02'35"W
C2	27.67	30.00	078°16'31"	16.57	25.52	133°02'43"W
C3	20.86	125.00	009°13'41"	10.46	20.84	505°22'29"E
C4	16.49	100.00	009°13'41"	8.36	16.47	505°22'29"E
C5	8.08	75.00	009°10'18"	4.04	8.07	503°40'45"E
C6	4.44	75.00	003°23'28"	2.22	4.44	506°27'38"E
C7	15.71	30.00	049°00'00"	8.28	15.31	141°2'30"E
C8	15.71	30.00	049°00'00"	8.28	15.31	532°30'22"E
C9	15.71	30.00	049°00'00"	8.28	15.31	59°20'36"W
C10	15.71	30.00	049°00'00"	8.28	15.31	147°30'22"W



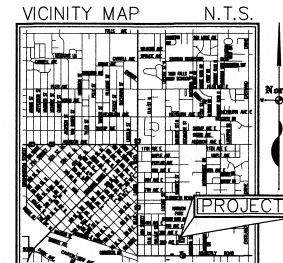
HEALTH CERTIFICATE
 SWAMP RESTRICTIONS AS REQUIRED BY 2009 CODE, TITLE 18, CHAPTER 13 HAVE BEEN REVIEWED BASED ON THE BEST APPROVAL OF THE DESIGN ENGINEER AND THE CITY ENGINEER. THE CITY ENGINEER HAS REVIEWED THE SWAMP RESTRICTIONS OF THE SWAMP RESTRICTIONS. WATER IS DRAINAGE THAT AT THE TIME OF THIS APPROVAL, NO SWAMPING WATER OR SWAMPING FACILITIES WERE CONSTRUCTED. SWAMPING CONSTRUCTION CAN BE ALLOWED WITH APPROPRIATE DRAINAGE FACILITIES IF SWAMPING WATER IS USED. SWAMPING WATER SHALL BE CONSIDERED AS NOT THE SWAMPING WATER. SWAMPING RESTRICTIONS MAY BE REMOVED AS A SWAMPING WATER SYSTEM IS 1200 GPM CAPACITY, OR THE SWAMPING WATER IS CONSIDERED AS SWAMPING WATER, AND NO CONSTRUCTION OF ANY BUILDING OR SHEDS REQUIRING DRAINAGE WATER OR SWAMPING FACILITIES SHALL BE ALLOWED.

REAR, SOUTH CENTRAL PUBLIC HEALTH SERVICES

NOTE: PARCEL A IS A NON-ADJACENT LOT THAT PROVIDES A SETBACK TO THE EXISTING RESIDENCE TO THE EAST.

LOT 1 WILL BE UTILIZED FOR RUNOFF RETENTION.

A VARIANCE IS REQUESTED IN REQUIRED TO CITY CODE SECTION 10-12-4-2.1-1 WHICH REQUIRES A PRESSURE IRRIGATION SYSTEM BE INSTALLED. THE CITY ENGINEER CAN ALLOW THE VARIANCE AS OUTLINED IN CODE SECTION 10-12-4-2.1-2.1 BASED ON THE SIZE OF THE DEVELOPMENT, ADEQUATE, NO PRESSURE IRRIGATION STATIONS ARE LOCATED OR PLANNED IN THE AREA.



RS&S Shovel Arm
 Twin Falls, ID 83301
 Phone: (208) 733-2446
 Fax: (208) 733-2448

RIEDEL
 Engineering

PROJECT LOCATION: 1012 L. HARRISON, P.E.
 5500 SHOLUP AVENUE W.
 TWIN FALLS, ID 83301
 208-733-2446
 208-733-7057

REVISIONS

DATE	BY	DESCRIPTION
12/14/2017	AM	DESIGNED
12/14/2017	AM	DESIGN CHECKED
12/14/2017	AM	DETAILED
12/14/2017	AM	RLH
12/14/2017	AM	DRAWING CHECKED
12/14/2017	AM	VAS
12/14/2017	AM	FILE NAME
12/14/2017	AM	2743_PPI_REV2.DWG
12/14/2017	AM	DRAWING DATE
12/14/2017	AM	12/14/2017
12/14/2017	AM	DRAWING SCALE
12/14/2017	AM	AS SHOWN

PRELIMINARY PLAT OF THE
 ALEXA LANE SUBDIVISION

3RD AVENUE EAST AND ALEXA LANE

DESIGNED
 RLH

DESIGN CHECKED
 AM

DETAILED
 RLH

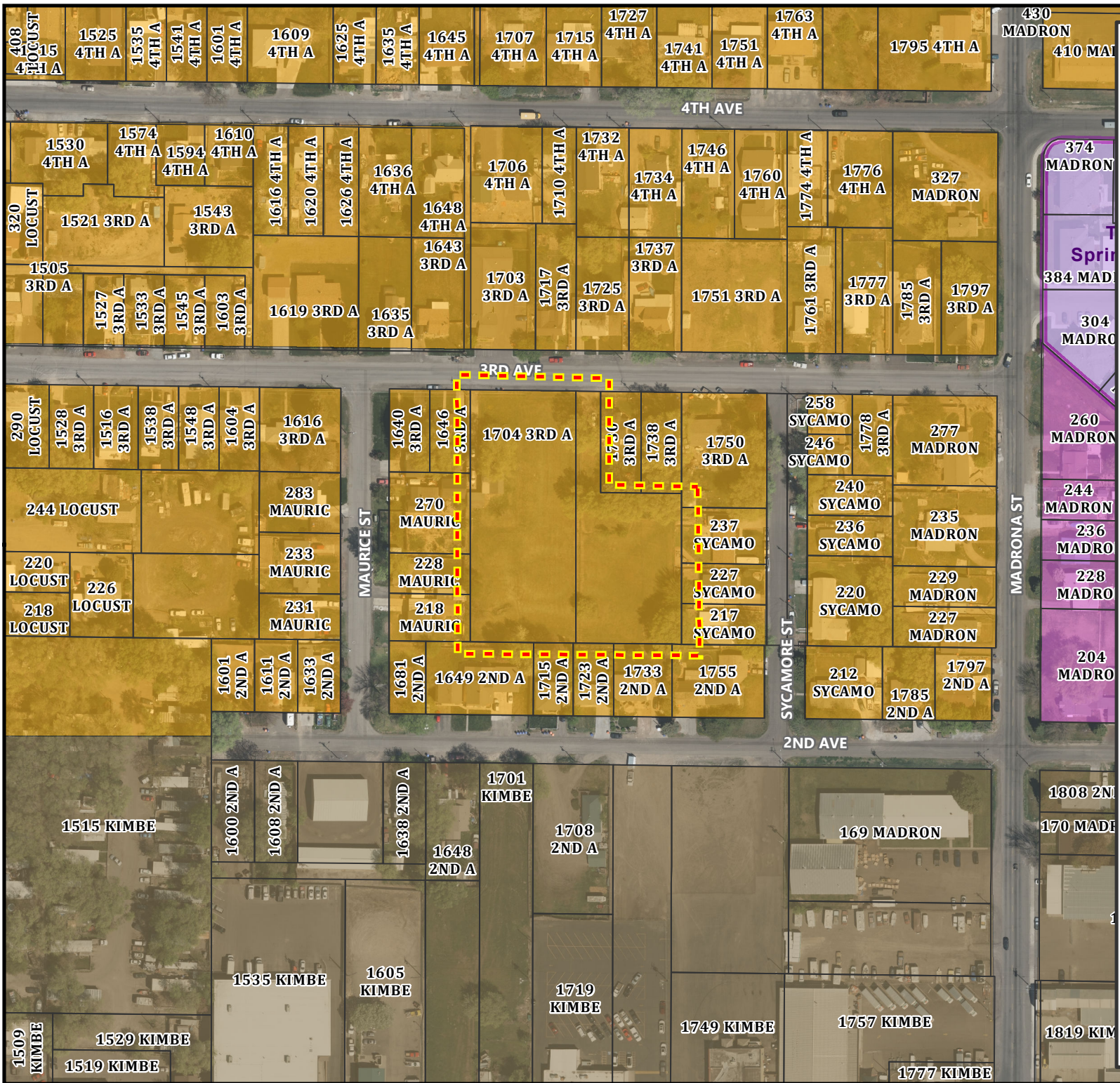
DRAWING CHECKED
 VAS

FILE NAME
 2743_PPI_REV2.DWG

DRAWING DATE
 12/14/2017

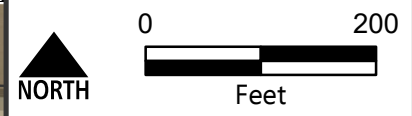
DRAWING SCALE
 AS SHOWN

SHEET 1 OF 1



Zoning Vicinity Map

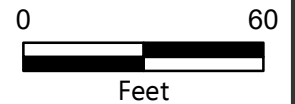
-  PUD
-  C-1
-  R-4
-  R-6



**AERIAL PHOTO APRIL 2016
REFERENCE ONLY**



Aerial Map



**AERIAL PHOTO APRIL 2016
REFERENCE ONLY**



Twin Falls Parks and Recreation Commission Agenda

Tuesday, March 13, 2018, 11:30 AM

Council Chambers
203 Main Avenue East - Twin Falls, Idaho

Members: Chairman, Cindy Collins; Vice-Chairman, Marc Lambert, Richard Birrell; Aaron Camacho; Z J Martinez; Sherry Murray; Gabe Ostyn; Brian Rice; Tom Reynolds

- 1) Confirmation of Quorum/Call Meeting to Order
- 2) Consent Calendar
 - a) Approve February 13, 2018 Meeting Minutes
Purpose: Action By: Nicolette Miller
- 3) Items of Consideration
 - a) Approve Parks In Lieu Request for Alexa Lane Subdivision
Purpose: Action By: Wendy Davis
 - b) Pool Fee Proposal and Discussion
Purpose: Discussion By: John Pauley
- 4) Department Updates
 - a) Parks, Recreation, Aquatics, and Director's updates
- 5) Adjournment

Any person(s) needing special accommodations to participate in the above-noticed meeting could contact Leila Sanchez (208) 735-7287 at least two working days before the meeting. Si desea esta información en español, llame Leila Sanchez (208) 735-7287.

Public Input Procedures

- 1.** Individuals wishing to provide public input regarding matters relevant to the City of Twin Falls shall
 - wait to be recognized by the Mayor or Chairman
 - approach the microphone/podium
 - state their name and address, and whether they are a resident or property owner in the City of Twin Falls, and proceed with their input.
 - 2.** The Chairman may limit input to no less than two (2) minutes. Individuals are not permitted to give their time to other speakers.
- * Any person not conforming to the above rules may be prohibited from speaking. Persons refusing to comply with such prohibitions may be asked to leave the hearing and, thereafter removed from the room by order of the Chairman.



Twin Falls Parks and Recreation Commission Minutes

Tuesday, February 13, 2018, 11:30 AM

Members: Chairperson, Cindy Collins; Vice-Chairman, Marc Lambert, Richard Birrell; Aaron Camacho; Z J Martinez; Sherry Murray; Gabe Ostyn; Brian Rice; Tom Reynolds

1) Confirmation of Quorum/Call Meeting to Order

Cindy Collins called the meeting to order at 11:40 AM

A quorum was present.

Commissioners Present: Cindy Collins, Sherry Murray, Brian Rice, ZJ Martinez, Marc Lambert

Commissioners Absent: Gabe Ostyn, Aaron Camacho, Richard Birrell, Tom Reynolds.

Council Liaison: Nikki Boyd

Staff Present: Wendy Davis, Kevin Skelton, Stacy McClintock, John Pauley, Nikki Miller

2) Consent Calendar

- a) Approve January 9, 2018 Meeting Minutes

MOTION: Brian Rice moved to approve meeting minutes of January 8, 2018. ZJ Martinez seconded the motion. Roll call vote showed all members present vote 5 to 0.

3) Items of Consideration

- a) Budget Process Update

Wendy updated the Commission on the budget process. She has been working closely with the Aquatics, Parks and Recreation team and they are being very mindful of the Master Plan during this process.

- b) Sunway Complex Master Plan Update

Wendy updated the Commission on the Sunway Complex Master Plan. Wendy presented the updated layout for the park. She requested the Commission to take a look and have a discussion on the rendering.

MOTION: ZJ Martinez moved to accept the plan as presented. Brian Rice seconded the motion. Roll call vote showed all members present voted. 5 to 0.

- c) Youth Coach Background Screening

Stacy reviewed with the Commission the process we go through in conducting background checks for all coaches for the youth recreation programs. The Police department can not provide out of state background checks for us. Stacy researched different companies that could provide national background checks. The down side is that there is a cost of \$16.95 per check associated with performing background checks. Stacy also indicated that she is pursuing increasing the fees for youth activities to help pay for the cost of performing the background checks.

Wendy interjected that the support and direction from the Commission is what is required at this point for Stacy to move forward on this project and be able to take the proposal to Council.

The Commission directed Stacy to do the math for the project and come back to the Commission with the figures.

4) Department Updates

a) Division Updates

MOTION: ZJ Martinez moved to approve the department update. Marc Lambert seconded the motion. Roll call vote showed all members present voted. 5 to 0.

5) Adjournment

The meeting adjourned at 1:00 PM



Date: Tuesday, March 13, 2018
To: Parks and Recreation Commission
From: Wendy Davis

Request:

Approve Parks In Lieu Request for Alexa Lane Subdivision

Time Estimate:

Presentation will take approximately 5 minutes.

Background:

Alexa Lane Subdivision is a 1.567 acre subdivision located on 3rd Ave East between Madrona and Locust St. Developer intends to put 4 or 5 duplexes on the lot, creating 8-10 new households. (see attached vicinity map).

This development is a small development in close proximity to Harmon Park. Due to the size of the development and the proximity to a large community park, a parks in lieu contribution seems appropriate.

In accordance with City Code Section 10-12-3-11 Section F: The city council may, at their discretion, approve and accept cash contributions in lieu of park land with improvements, which contributions shall be used for park land acquisition and/or park improvements within the boundaries of the arterial streets in which the development is located. In the event that no such facilities or needs are so located, the director may propose a budgeted expenditure to apply the funds to needs identified at any such facility existing within one mile of the boundaries of the project from which the funds originated. If the director determines that no reasonable use exists within the extended geographical area, the director shall, with the approval of the parks and recreation commission, propose to the city council a specific application for the funds which need not be limited geographically, and may include such use as future land acquisition. The fee structure for cash contributions for acquisition of park land shall be the appraised value of the required land area at the time of the application. The development may qualify for a 50% reduction on their cash contribution in lieu of park land if the development met all criteria to be called an "in fill" development. The appraisal shall be submitted by a mutually agreed upon appraiser and paid for by the applicant. The fee structure for park improvements, including all costs of acquisition, construction and all related costs, shall be based upon the estimated costs of an approved improvement provided by a qualified contractor and/or vendor. (Ord. 2954, 11-3-2008)

Approval Process:

A simple majority will approve this request.

Budget Impact:

If approved, the parks in lieu contribution will allow for some improvements to Harmon Park.

Regulatory Impact:

Approval will make a recommendation to City Council to approve this request.

History:

N/A

Analysis:

N/A

Conclusion:

Staff recommends the commission approve this request.

Attachments:

1. Alexa Lane Parks in Lieu Application

Date: December 22, 2017

PARKS IN LIEU CONTRIBUTION APPLICATION-2014

Subdivision Name: Alexa Lane Subdivision

Number of Dwelling/Household Units/Acres: 5 – duplex lots w/ 1 existing single family/ 9 new dwelling units

Developer: Chris Jones – Eagle Financial, LLC

Address/Phone #: 510 2ND Avenue South, Twin Falls, Idaho 83303-2538

Appraiser: _____

Address/Phone #: _____

As per Twin Falls City Code Title 10; Chapter 12; Section 3.11 ...” No residential plat shall be approved unless it includes provision for parks and stormwater retention/detention. “... The city council may, at their discretion, approve and accept cash contributions in lieu of developed park land with improvements. “

The following items shall be included with this Parks in Lieu Contribution application. It is the responsibility of the developer to see that all required information is provided to the city at the time of submittal of the Parks in Lieu Contribution application. An incomplete application will not be accepted by the City Administrator.

The City of Twin Falls allows two (2) different types of requests for Parks In Lieu cash contributions, as per TF City Code 10-12-3.11. Please mark an **X** by the type of request you are going to use; #1 or #2:

1. I am requesting approval of a Parks In Lieu contribution without walking/bicycle trails, using the following Contribution Formula:

(a) Determine the per acre appraised value of the Land in the development.

See 10-12-3-11 (F). Appraisal value of the Land:

(L) 92,000

(b) The current Park Development cost is \$31,700 per acre.

(PD) \$31,700

(c) Total the number of Household units in the development.

(H) 9 new

1-The proposed Cash Contribution using #1: (L+PD)(H)(.01)

(CC) \$11,133

Note: Lots large enough for duplex or larger multi-family units shall be identified as intended for development as single household dwelling units on the preliminary plat otherwise the maximum density will be used to determine number of household units/single family dwellings for the purpose of this application.

The City of Twin Falls allows for a 50% reduction in the cash contribution, as per 10-12-3.11(G), subject to meeting ALL FIVE (5) CRITERIA:

1. The number of household units must be eight (8) or less per acre, as identified on the preliminary plat.
2. Development shall be located within city limits.
3. Development shall not border an arterial street.
4. Development shall not border the city limits.
5. Development must not have been converted from agricultural land. (Ord. 3034, 7-16-2012)

If development qualifies for the 50% reduction, divide Cash Contribution (CC) amount by two (2). \$5,566.50

2. _____ I am requesting approval of a Parks In Lieu mixed contribution consisting of cash and developed walking/bicycle trails, using the following Contribution Formula:

(a) Determine the per acre appraised value of the Land in the development.
See 10-12-3-11 (F). Appraisal value of the Land: (L) _____

(b) The current Park Development cost is \$31,700 per acre. (PD) \$31,700

(c) Total the number of Household units in the development. (H) _____

Note: Lots large enough for duplex or larger multi-family units shall be identified as intended for development as single household dwelling units on the preliminary plat otherwise the maximum density will be used to determine number of household units/single family dwellings for the purpose of this application.

(d) Developed Trail Cost:
i. Cost of land underneath the trail (per square foot): (A) _____
ii. Cost to develop the trail (per square foot): (B) _____

Developed Trail Cost = (A + B) (total trail cost per square foot): (TC) _____

(e) Land Portion = (L)(H)(0.01) – (TC) (LP) _____

Note: Land portion cannot be less than 50% of (L)(H)(.01).

(f) Park Improvement Portion = (31,700)(H)(.01): (PIP) _____

(g) Land Portion + Park Improvement portion (LP + PIP) = _____

2-The proposed Cash Contribution using #2: (CC) \$ _____

Note: Lots large enough for duplex or larger multi-family units shall be identified as intended for development as single household dwelling units on the preliminary plat otherwise the maximum density will be used to determine number of household units/single family dwellings for the purpose of this application.

Parks In Lieu contribution must be made prior to final plat recordation.

PRIOR TO SUBMITTAL OF THIS APPLICATION HAVE YOU:

... Talked to the Parks & Recreation Department about the requirements?

... Enclosed a copy of the appraiser's value for the land.

... Enclosed a copy of bid/material costs to construct walking path/bike trail.

Date Submitted: _____

City Council Agenda Date: _____

Application accepted by City Administrator: _____

Engineering Approval: _____

RESTRICTED
REAL ESTATE APPRAISAL REPORT
OF

1.567 ACRES; 68,259 S.F. OF RESIDENTIAL BARE LAND
1704 THIRD AVENUE EAST
TWIN FALLS, IDAHO 83301

PRESENTED TO

CHRIS JONES
510 SECOND AVENUE SOUTH
TWIN FALLS, IDAHO 83301

AS OF

DECEMBER 14, 2017

PREPARED BY

*DOUGLAS D. VOLLMER, SRA, SRPA
AMERICAN REAL ESTATE & APPRAISAL LLC
210 SIXTH AVENUE EAST
POST OFFICE BOX 566
TWIN FALLS, IDAHO 83303-0566
(Telephone 208 734-5650)*



AMERICAN REAL ESTATE & APPRAISAL, LLC

December 20, 2017

210 6th AVE. EAST
POST OFFICE BOX 566
TWIN FALLS, IDAHO 83303-0566
TELEPHONE (208) 734-5650

TAX ID #20-5982664

DOUGLAS D. VOLLMER, SRPA, SRA
REAL ESTATE BROKER AND APPRAISER

Chris Jones
510 2nd Ave S
Twin Falls ID 83301

STATEMENT

PROFESSIONAL SERVICES:

APPRAISAL FEE.	.\$1,400.00
PAID-CK#5860	<u>-1,400.00</u>
	\$ -0-

Thank You!

PROPERTY ADDRESS

1.567 ac. residential bare land
1704 3rd Ave E
Twin Falls ID 83301

TERMS: Accounts are due on receipt of appraisal. **FINANCE CHARGE** is computed by a "periodic rate" of 1.5% per month, (minimum \$1.00) which is an **ANNUAL PERCENTAGE RATE OF 18%** applied to the previous balance without deducting current payments and/or credits appearing on this statement.

American Real Estate & Appraisal LLC

210 Sixth Avenue East * P.O. Box 566 * Twin Falls, Idaho 83303-0566

Douglas D. Vollmer, SRA, SRPA
Real Estate Broker and Appraiser

Owned and Operated Since 1973
(208)734-5650 Fax (208)734-5653

December 18, 2017

Chris Jones
510 Second Avenue South
Twin Falls, Idaho 83301

RE: 1.567 acres; 68,259 s.f. of Residential Land
1704 Third Avenue East
Twin Falls, Idaho 83301

Dear Mr. Jones:

In accordance with your authorization, I have performed a Restricted Appraisal Report of the property referenced above in Twin Falls, Idaho.

The Restricted Appraisal Report is intended to comply with the reporting requirements set forth under all of Standards Rule 2-2(B) of the 2016-2017 Uniform Standards of Professional Appraisal Practice for a restricted appraisal report. As such, it presents only minimal discussions of the data, reasoning, and analyses that were used in the appraisal process to develop the opinion of value. Supporting documentation concerning the data, reasoning, and analysis is retained in our file. The depth of discussion contained in this report is specific to your needs and for the intended use as indicated below. We are not responsible for unauthorized use of this report.

As a result of my analyses and studies made, and subject to the Assumptions and Limiting Conditions included within this report, I have established an opinion that as of December 14, 2017, the estimated market value for the subject property, according to its zoning restrictions and "as is", was estimated to be:

NINETY-TWO THOUSAND DOLLARS

(\$92,000.00)

Thank you for this opportunity to be of service to you.

Sincerely,



Douglas D. Vollmer, SRA, SRPA

CLIENT AND INTENDED USERS

Chris Jones
510 Second Avenue South
Twin Falls, Idaho 83301

The Restricted Use Appraisal Report limits the use of the report to the client and the appraiser's opinions and conclusions set forth in the report may not be understood properly without additional information in the appraiser's workfile.

APPRAISER

Douglas D. Vollmer, SRA, SRPA
Certification No. CGA-53, State of Idaho
Certification No. A.0000610-CG, State of Nevada

COMPETENCY PROVISION AND APPRAISER DISCLOSURES

The appraiser has completed numerous land and commercial appraisals on similar properties over the past several years in the Magic Valley area. It is noted that although I own an interest in several properties in the area, it has not influenced my impartiality. I have not performed any services on the subject in the past 3 years.

SUBJECT

1.567 acres; 68,259 s.f. of Residential Bare Land
1704 Third Avenue East
Twin Falls, Idaho 83301

PURPOSE OF THE APPRAISAL

The purpose of this appraisal was to estimate the market value opinion of the fee simple estate of the subject property. (See Definition for Fee Simple Estate in Addendum.)

INTENDED USE OF REPORT

For the sole purpose of estimating a market value for rendering a decision relative to a financial transaction. (See Definition for Market Value in Addendum.)

INTEREST VALUED

Fee Simple Estate (See Definition in Addendum.)

EFFECTIVE DATE OF VALUE

December 14, 2017

DATE OF REPORT

December 18, 2017

**The acceptance and/or use of the appraisal report by the client or any third party constitutes acceptance of the Assumptions and Limiting Conditions set forth in the following paragraphs and in the Addendum. The appraiser's liability extends only to the specified client, not to subsequent parties or users. The appraiser's liability is limited to the amount of the fee received for the services rendered.*

1704 3rd Ave. E(1.567 Ac. Res. Land)-17, Twin Falls, Id





Date: Tuesday, March 13, 2018
To: Parks and Recreation Commission
From: John Pauley

Request:

Pool Fee Proposal and Discussion

Time Estimate:

Presentation will take approximately 20 minutes, allowing time for questions and discussion.

Background:

When the City Pool transitioned from the YMCA, the City Council approved a number of fees such as admission and program fees. The transition made it so we needed to get those fees in place as soon as possible. Since it has been nearly a year from the transition, we have a better idea of what we need going forward for our admission and program fees.

The goal of this discussion is to get feedback and guidance on City Pool fees from the Parks & Recreation Commission.

Approval Process:

N/A

Budget Impact:

N/A

Regulatory Impact:

N/A

History:

N/A

Analysis:

N/A

Conclusion:

N/A

Attachments:

1. 2018 City Pool Price Proposals 1
2. 2018 City Pool Price Proposals 2

Program/Fee	Sub Category	Current Community	Proposed Community	Current Resident	Current Non-Resident	Proposed Resident	Proposed Non-Resident
Daily Admission (effective 6/1/2018)	3 & Under	\$2.50	\$0.00				
	4-11 years	\$3.50	\$3.00				
	12-17 years	\$3.50	\$4.00				
	18-59 years	\$4.50	\$5.00				
	60 & older	\$4.50	\$4.00				
Punch Pass (effective 6/1/2018)	4-11 years	\$53	\$45				
	12-17 years	\$53	\$60				
	18-61 years	\$68	\$75				
	62 & older	\$68	\$60				
Passes	Family (effective 1/1/2019)			\$38/\$380	\$43/\$430	\$43/\$430	\$48/\$480
	Summer Family (effective Summer 2019)			\$110	\$130	\$130	\$145
	Senior (60 & older)			\$27/\$270	\$32/\$320	\$24/\$240	\$29/\$290
	CSI Rec Center - City Pool Membership (To get this rate patrons must have a CSI Rec Center Membership and a City Pool Pass)			NA	25% off City Pool Passes	NA	25% off City Pool Passes

Program/Fee	Sub Category	Current Pass Holder	Proposed Pass Holder	Current Community	Proposed Community
Lifeguard Certification	Full Class	NA	\$150	NA	\$200
	Full Class with Waterfront	NA	\$175	NA	\$225
	Recertification	NA	\$50	NA	\$75
Water Safety Instructor Certification	Full Class	NA	\$150	NA	\$200
Lifeguard Instructor Certification	Full Class (Requires Application)	NA	\$200	NA	\$250
CPR/AED & First Aid Certification	Full Class	NA	\$50	NA	\$75
Pool Rentals (Prices per hour)	1-75 people	NA	\$165	NA	\$165
	76-100 people	NA	\$205	NA	\$205
	101-125 people	NA	\$245	NA	\$245
	126-150 people	NA	\$285	NA	\$285
	151-175 people	NA	\$325	NA	\$325
	175-200 people	NA	\$365	NA	\$365
	201-225 people	NA	\$405	NA	\$405
	226-250 people	NA	\$445	NA	\$445
	251-275 people	NA	\$485	NA	\$485
	276-300 people	NA	\$525	NA	\$525
Lane Rentals (per hour)	Rental rate per lane.	NA	\$13	NA	\$13
Partner Programs	Pass Holders would pay the cost of the program as is what the partner is charging the City.	NA	0%	NA	30%
	Discover Scuba with AWOL (Example)	NA	\$35	NA	\$45
Swim Fit (Possible CSI-City Pool Partnership)	Adult lap swim workout class.	NA	\$2 per/ \$16 for 10 punches	NA	\$7 per/ \$70 for 10 punches
Kayak Time (Saturdays: 8-11am)	Open time for patrons to kayak.	NA	NA	NA	\$10
300 Mile Swim Club	Motivation program to get patrons to continually swim thoroughout the year. When meeting 300 mile goal, swimmers get a shirt.	NA	\$5	NA	\$10

Division Updates March 2018

Recreation Update

Brandy Mason & Justin Wolters Recreation Coordinator

Spring Soccer: The last day for soccer registration was Monday, February 26th. We are still accepting late registration until Friday March 30th. We currently have 635 players registered and last year we had a total of 815 players. Late registration will run until March 30th. Practices will start the week of March 19th, with games starting on Monday April 2nd.

Recreation Supervisor Update

Stacy McClintock

Staff is currently researching what other communities charge for youth sports and how they handle background checks.

Spring has sprung which means that outdoor sports are starting to happen. Spring youth soccer will start in April and already we have people reserving softball fields for weekend tournaments. Cal Ripken had their observation (draft) March 10th at Frontier. They will be playing their games at both Harmon Park and Oregon Trail Youth Complex.

Parks

Kevin Skelton & Todd Andersen

Work continues as weather permits to finish installing sprinkler system on the infields of Harmon, Frontier and OTYC ball diamonds.

The winter maintenance is finishing up and all Parks equipment is ready for the summer season.

Crews have begun dormant oil applications on trees

New this year, our Park staff will be prepping and laying out all ball diamonds for various games throughout the season. They will be assisted by seasonal staff when available.

Pool Update

John Pauley

New Programs

- This summer for the first time we will have our Splash and Flick! We will be showing 4 water themed movies in the middle of the summer.
- We have partnered with CSI to provide a morning water fitness class for the community on Monday, Wednesday, and Friday mornings. There are 18 participants registered for the first session. We are working with them on providing a summer session as well.

Spring Break

- During Spring Break (March 22-23 and March 26-30) we will have expanded Open Swim hours from 10am-8pm.
- We will also have a Spring Break Midnight Splash on Friday, March 23 from 8:30-10:30pm. Midnight Splash is a great time to swim in the dark at the pool!

Summer Hiring

- We are currently in the process of hiring summer staff for the City Pool and Dierkies Lake. We are accepting applications for Lifeguard, Swim Instructor, and Front Desk.

Summer Swim Lessons & Summer Passes

- We are taking registration for both our summer swim lesson programs and summer pool passes.

City Pool Pass Holder Numbers (as of March 8):

- Total: 353

Number of City Pool Visits

- April
 - o Pass Holders: 1,765
 - o Daily Admission: 1,086
 - o Total: 2,851
- May
 - o Pass Holders: 2,016
 - o Daily Admission: 1,228
 - o Total: 3,244
- June
 - o Pass Holders: 3,250
 - o Daily Admission: 3,847
 - o Total: 7,097
- July
 - o Pass Holders: 3,782
 - o Daily Admission: 4,215
 - o Total: 7,997
- August
 - o Pass Holders: 2,971
 - o Daily Admission: 2,481
 - o Total: 5,452
- September
 - o Pass Holders: 1,738
 - o Daily Admission: 544
 - o Total: 2,282
- October (Limited Hours)
 - o Pass Holders: 867
 - o Daily Admission: 86
 - o Total: 953
- November (Only Marlins and Water Polo for $\frac{3}{4}$ of the month.)
 - o Pass Holders: 596
 - o Daily Admission: 199
 - o Total: 795
- December
 - o Pass Holders: 2,258
 - o Daily Admission: 1,127
 - o Total: 3,385
- January
 - o Pass Holders: 3,428
 - o Daily Admission: 2,186 (Additional 342 free admission for Cabin Fever Day)
 - o Total: 5,614

- February
 - o Pass Holders: 2,973
 - o Daily Admission: 2,096
 - o Total: 5,096
- Year to Date:
 - o Pass Holders: 25,644
 - o Daily Admission: 19,095
 - o Total: 44,739
- These numbers are patrons that use the pool during lap swim and open swim. Visits do not include swim instruction programs.

Director's Update

Wendy Davis

Recreation Center Committee -The contract for the feasibility study went before City Council on Monday, March 5, 2018. The request to approve was tabled and staff was asked to gather more information on the phases and the costs.

Sunway Park Improvements - work continues as we define the project and process.

Shoshone Falls -The falls continues to put on a show, and the mist continues to wreak havoc with the parking lot and overlook as temps continue to fall below freezing. Once the temperatures stay above freezing, and the area can safely be accessed without fall hazards, we hope to have the park open and the ticket booth active.

Adopt a Trail - We are generating letters to send out to the groups and organizations who have adopted sections of the trails. This program is an essential part of our trail clean-up program and some of the agreements are old and may no longer be valid. There has been a great deal of interest from groups wishing to adopt sections of trail, and we hope to identify areas that are no longer being maintained, and reassign them.



N Edge Looking S



SW Corner Looking NE



Public Meeting: **TUESDAY, March 27th, 2018**

To: Planning and Zoning Commission

Presenter: Jonathan Spendlove, Planner I

Authors: Steve O'Connor & Jonathan Spendlove

AGENDA ITEM 5b

Request: Consideration of The Springs at the Preserve **Preliminary Plat**, consisting of fifty-three (53) residential lots on 45.39 +/- acres located at the SE corner of Pole Line Rd. E. and Eastland Dr. N. c/o EHM Engineers, Inc. on behalf of Connie Storrer.

Time Estimate:

The applicant's presentation may take up to ten (10) minutes. Staff presentation will be approximately five (5) minutes.

Background:

Applicant Connie Storrer 1042 Wildwood Way Twin Falls, ID 83301 Representative Gerald Martens EHM Engineers, Inc. 621 N. College Rd. Ste 100 208.734.4888 gmartens@ehminc.com	Status: Owner	Size: 45.39+/- acres
	Current Zoning: R-2 PUD	Requested Zoning: Preliminary Plat
	Comprehensive Plan: Town Neighborhood	Lot Count: 53 s/f lots
	Existing Land Use: agricultural	Proposed Land Use: agricultural
	Zoning Designations & Surrounding Land Use(s)	
	North:	East:
	South:	West:
Applicable Regulations: 10-1-4, 10-1-5, 10-4-6, 10-4-3, 10-4-4, 10-4-5, 10-12-1 through 4; Preserve PUD #261		

Approval Process:

As per Twin Falls City Code 10-12-2.3 Action on Preliminary Plat:

The Commission may approve, conditionally approve, deny or table for additional information when acting on the preliminary plat. If tabled, approval or denial shall occur at the regular meeting following the meeting at which the plat is first considered by the Commission. The action and the reasons for such action shall be stated in writing by the Administrator and forwarded to the applicant. The administrator shall also forward a statement of the action taken and the reasons for such action together with a copy of the approved preliminary plat to the Council for its information and record.

Budget Impact:

As the request is for a Preliminary Plat, approval of this request will have negligible impact on the City budget.

Regulatory Impact:

Upon approval of a preliminary plat a final plat that is in conformance with the approved preliminary plat and including any conditions the Commission may have required, is then presented to the City Council. Only after a final plat has been approved by the City Council and construction plans approved, may the plat be recorded and lots sold for development.

History:

The land included in this request has been used for agricultural purposes since city records were established. As of today, the property continues to be used for agricultural purposes.

On October 31, 2005, Ord #2843 was approved by the City Council. This Ordinance annexed and zoned 343 +/- acres to R-2 PUD aka **The Preserve PUD #261**. In May 2006, Ord #2858 was approved by the City Council. This Ordinance annexed and zoned 24 +/- acres located at the SE corner of Eastland Dr N and Pole Line Rd E to R-2 PUD and added this property to The Preserve PUD #261. This increased The Preserve PUD #261 to 370 +/- Acres. The PUD consists of mixed density residential from R-1 VAR to R-4 density. The PUD was approved with two (2) conditions; 1) subject to full compliance with The Preserve PUD Agreement #261 and 2) Subject to a connection to the Snake River Canyon Trail. Through public and private donations and community partnerships, the portion of the Snake River Canyon Trail System within this property has since been completed. There is today a full connecting trail system that is a benefit to all who live and visit Twin Falls. As of today, there has been no development within this PUD.

On March 13, 2018, the commission heard the Preliminary Presentation for an amendment to The Preserve PUD #261. The public hearing on the request is on the commission agenda this evening.

Analysis:

This is a request for approval of the [preliminary plat of The Springs at the Preserve](#), a proposed Residential development located at the SE corner of Pole Line Rd. E. and Eastland Dr. N. The proposed plat consists of 45.39 +/- acres with 53 single-family residential lots.

This is the first step of the plat approval process. A preliminary plat is presented to the Planning and Zoning Commission. The Commission may approve the preliminary plat, deny it, or approve it with conditions. A final plat, that is in conformance with the approved preliminary plat and including any conditions the Commission may have required, is then presented to the City Council. Only after a final plat has been approved by the City Council and construction plans approved, may the plat be recorded and lots sold for development.

Approval of a preliminary plat does not constitute a commitment by the City to provide water or waste water services. The plat indicates that each lot will be connected to City of Twin Falls water and sewer systems. A guarantee of services comes when the City Engineer signs a will-serve letter after final and construction plans are reviewed

As presented today, the preliminary plat does not comply with subdivision development requirements, however, upon approval of the PUD Amendment, as requested, it may be. The development in conformance with the Comprehensive Plan, which designates this area as "Town Neighborhood."

Conclusion:

Should the Commission approve the preliminary plat of The Springs at the Preserve, as presented, staff recommends approval be subject to the following conditions:

1. Subject to final technical review and amendments as required by building, engineering, fire, and zoning officials to ensure compliance with all applicable city code requirements and standards.
2. As of March 14th the City has not received an approval letter from the Twin Falls Canal Company. Staff recommends TFCC comments be incorporated into the construction plans and final plat.

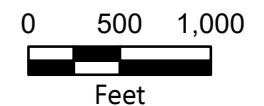
3. The developer has labeled a Utility Corridor as part of the Typical Street Section on Cheney. This corridor will be sized to accommodate the utilities adjacent to, but not in the drainage area. Staff recommends a utility corridor and easement that accommodate utilities adjacent to, but not in, the drainage area on the typical section for interior streets as well.
4. Per City code 10.11.8.e.4 overflow from storm events larger than the 25 year storm are required (1.6"). Staff recommends that all storm drainage basins be designed to hold the 100 year storm (2.12") or provide for an overflow where the property has historically drained.
5. The typical roadway section as shown in the PUD and preliminary plat exhibit have the top of the storm water area at the top of the roadway. The water surface of the design storm in the roadside ditches should be below the bottom of base. This preserves the life of the roadway. Staff recommends the drainage should be designed accordingly.
6. The Fire Marshal will require a turn-around at the end of Lots 28, 29, & 30 Block 1. The Engineer and Staff agree this can be addressed in the Building permit process and affirmed with an easement.
7. The sidewalk shown along Eastland drive measures 6' in width. Staff recommends that pathway be concrete and 10' wide between Cheney Drive and Pole Line Road East.
8. The typical roadway sections call out an asphalt pathway on the south side of Cheney Drive. This pathway will need to be Concrete.
9. The typical roadway section for Cheney drive shows 11" of base. Staff recommends the standard section be reflective of our current ISPWC standards for Minor Collectors and require 20 1/2" of base.
10. The preliminary plat shows a 16' wide driveway for residential lots as part of the Storm Drain Section. 16' is not typical in this area and if the developer wishes to limit the widths of driveways to 16' staff recommends including the requirement as a deed restriction on the property so that the storm water volume is maintained.
11. The typical roadway section for Cheney doesn't show a center island but the plan view does. Staff recommends in areas where the island exists, the Right of Way width also increases by the islands' width to maintain the 24' wide travel ways. The island is also shown near Cheney drive. (While staff agrees that the islands are an entryway feature, a left turn bay on Cheney should be reserved for the future light and the island be moved to the east to accommodate some turning movement). The engineer has stated the islands will be owned and maintained by the home owner's association.
12. The preliminary plat is being presented before the zoning is in place by City Council. Should the City Council revise the PUD agreement, the preliminary plat will be revised accordingly and resubmitted for staff records, reflecting those changes. Only after the PUD Amendment is recorded and the preliminary plat revised may a final plat be submitted for review.

Attachments:

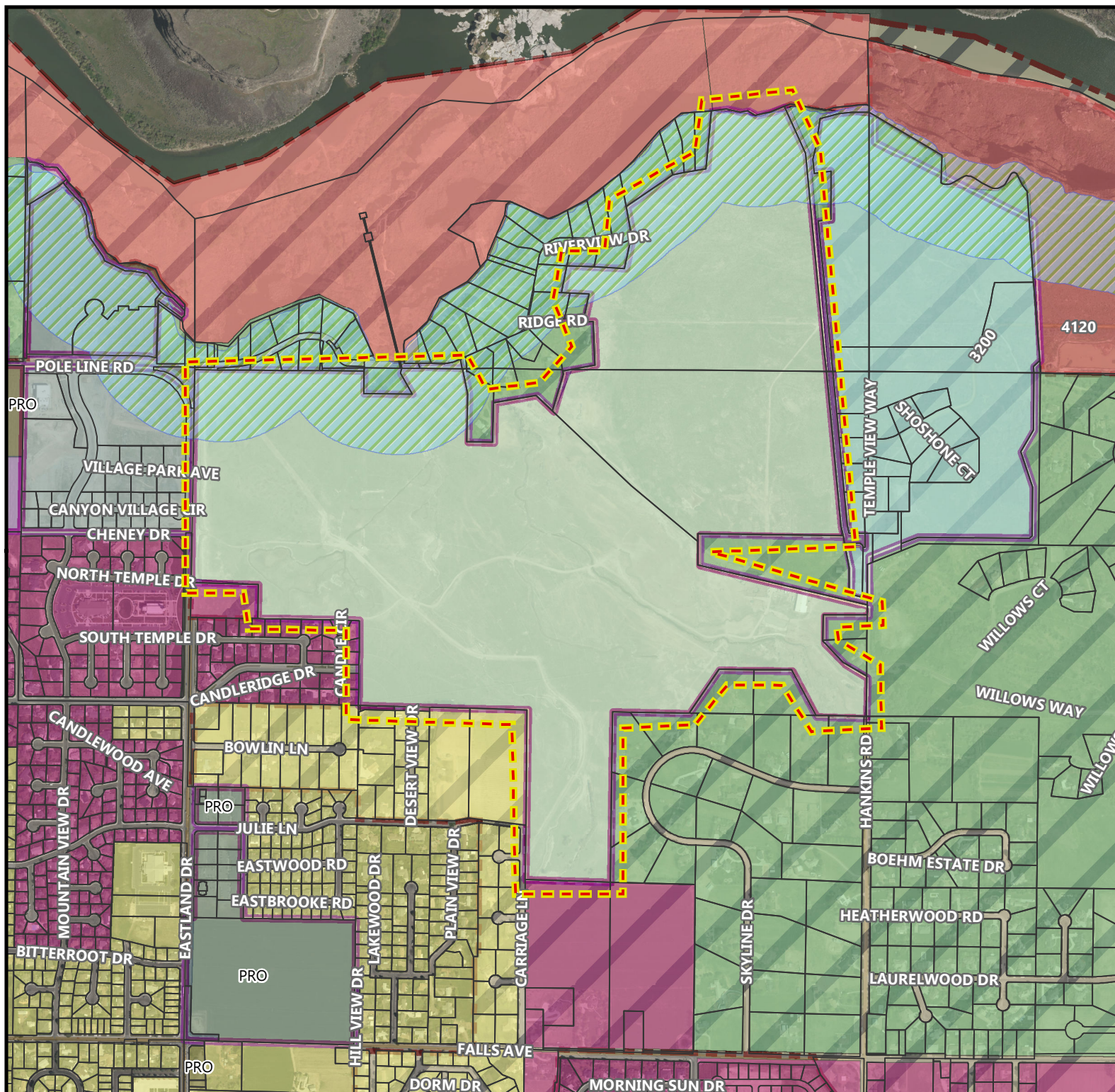
1. Preliminary Plat
2. Zoning Vicinity Map
3. Aerial Photo Map
4. Photos
5. Draft 1st Amended The Preserve PUD #261

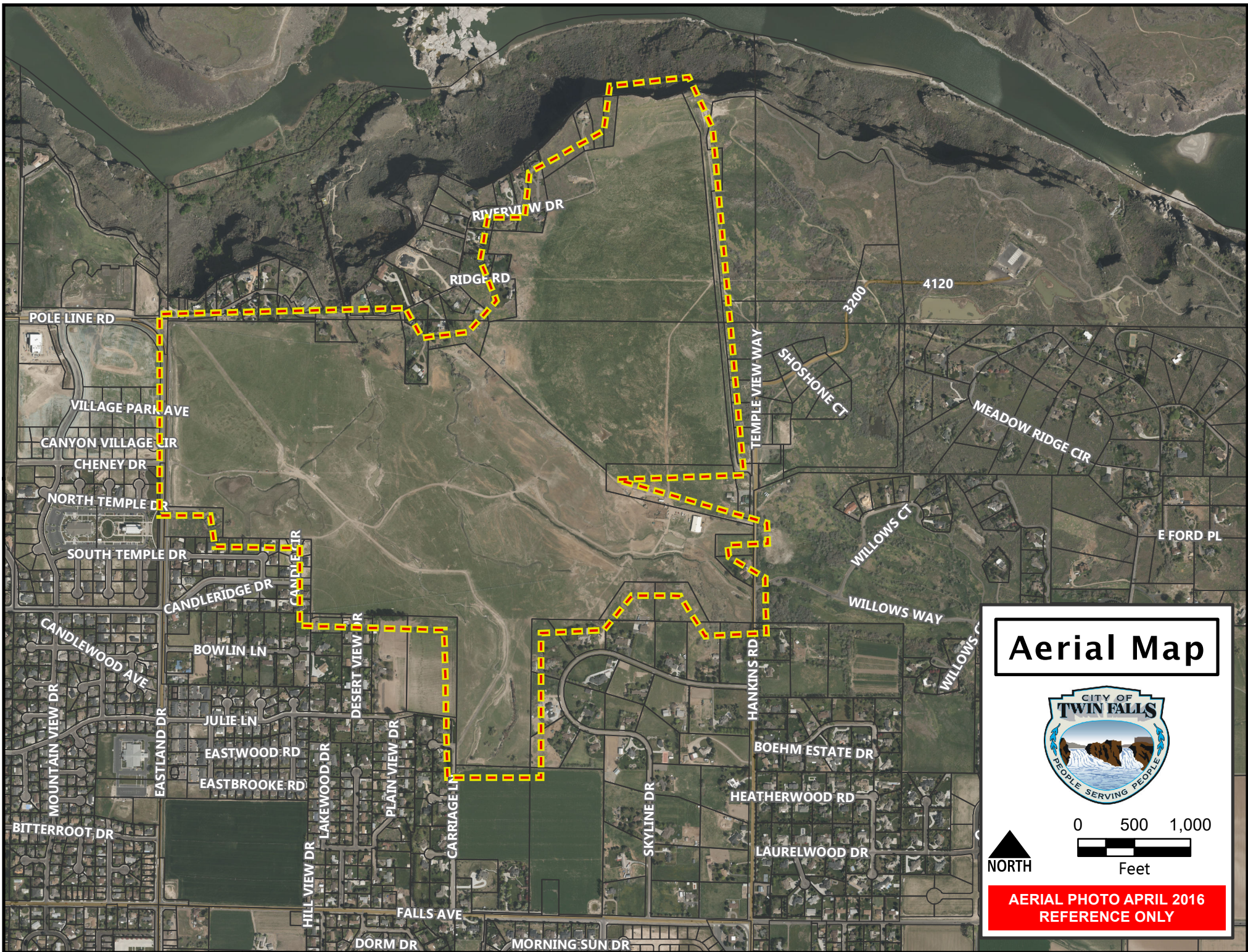
Zoning Vicinity Map

-  CRO
-  PRO
-  PUD
-  C-1
-  OS
-  R-1 VAR
-  R-2
-  R-4
-  SUI
-  Area Of Impact

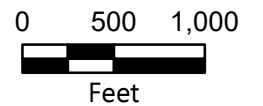


**AERIAL PHOTO APRIL 2016
REFERENCE ONLY**





Aerial Map



**AERIAL PHOTO APRIL 2016
REFERENCE ONLY**



Canyon Rim Trail Looking S



Trailhead Park looking SE



End of Candelridge Dr.



Cheney Dr. ENtrance





Date: Tuesday, March 27, 2018
To: Planning and Zoning Commission
From: Jonathan Spendlove, Senior Planner

Request:

Preliminary Presentation for a **PUD Amendment** to the Cedar Park PUD # 210 to allow a planned Residential 4-plex Development on one (1) lot within the C-1 Zoned Designated area as shown on the Master Development Plan, located at the North West corner of Meadow View Lane, extended, and Addison Avenue East c/o Dave Thibault/EHM Engineers, Inc. on behalf of Summit Development EHM, Engineers, Inc. (app. 2934)

Time Estimate:

Background:

Approval Process:

Budget Impact:

Regulatory Impact:

History:

N/A

Analysis:

N/A

Conclusion:

Attachments:

1. Prelim PUD Amendment Cedar Par #210
2. 1 - Zoning
3. 2 - Aerial
4. 3 - FLU
5. 4 - Draft Amendment to PUD
6. 5 - Cedar Park PUD recorded 04-28-04 (#210)
7. 6 - ZONING EXHBIT-Model - Copy Dave Thibault



Public Hearing: **TUESDAY, MARCH 27TH, 2018**

To: Planning and Zoning Commission

Presenter: Jonathan Spendlove, Senior Planner

Editor: Renee V. Carraway-Johnson, Zoning Administrator

Authors: Jonathan Spendlove & Steve O'Connor

AGENDA ITEM 5c

Request: Preliminary Presentation for an **Amendment to Cedar Park PUD #210** to allow a planned Residential 4-plex Development on one (1) lot within the C-1 Zoned Designated area as shown on the Master Development Plan, located at the North West corner of Meadow View Lane, extended, and Addison Ave East. c/o Dave Thibault/EHM Engineers, Inc. on behalf of David Skaggs/Summit Development, Inc. (app 2934)

Time Estimate:

The applicant's presentation may take up to ten (10) minutes. Staff presentation will be approximately five (5) minutes.

Background:

Applicant Summit Development David Skaggs 9408 W. Burnett Dr. Boise, ID 83709 Representative EHM Engineers, Inc. David Thibault 621 N. College Dr., Ste. 100 Twin Falls, ID 83301 208.734.4888 dthibaut@ehminc.com	Status: Developer	Size: 12.25+/- acres
	Current Zoning: C-1 PUD	Requested Zoning: Amendment to PUD
	Comprehensive Plan: Neighborhood Commercial & Town Neighborhood	Lot Count: 1 Lot
	Existing Land Use: Agriculture	Proposed Land Use: Residential
	Zoning Designations & Surrounding Land Use(s)	
	North: R-4 PUD; Undeveloped	East: R-2 (AOI); Agriculture
	South: C-1 PUD-Undeveloped ; C-1; Addison Ave E/Residential, Commercial	West: C-1 PUD; proposed Mixed Use ZDA; Thad Farnham
	Applicable Regulations: 10-1-4, 10-1-5, 10-4-6, 10-4-8, 10-6-1.6 & 7, 10-9, 10-10, 10-11-1 thru 8 and the Cedar Park PUD #210	

Approval Process: This request is an amendment to existing PUD.... Not approval of a ZDA.

As per Twin Falls City Code 10-6-1.6 and 10-6-1.7 a change to the approved PUD/Master Development Plan shall require a public hearing before the Planning & Zoning Commission for a recommendation on the change(s) and a public hearing before the City Council for a decision.

The applicant is first required to do a preliminary presentation to the Planning and Zoning Commission and the Public. The Commission and Public are allowed to give suggestions and ask questions of the applicant about the proposed project prior to the public hearing(s).

Budget Impact:

No impact to budget from this presentation.

Regulatory Impact:

The Commission makes no decision at this time. After a public hearing, a recommendation from the Planning and Zoning Commission for the requested change will allow the request to proceed to the City Council for a decision.

History:

The Cedar Park PUD is a 132 acre planned commercial/residential mixed-use development. The Rezone/PUD was approved in 1997 and the PUD Agreement was recorded in April 2004. There has been steady residential development, in compliance with the PUD Agreement, occurring since 2004. The undeveloped commercial portion has continued to be farmed.

Analysis:

This is a preliminary presentation of a request to amend the Cedar Park PUD #210 to allow a planned Residential 4-plex Development on one (1) lot within the C-1 Zoned Designated area as shown on the Master Development Plan, located at the North West corner of Meadow View Lane, extended, and Addison Ave East.

City Code requires that the applicants make a preliminary presentation to the Commission and to the public. This presentation allows the Commission and the public to become familiar with the proposed planned development project prior to the actual public hearing. The Commission can also give suggestions to the applicants on the project outside of the hearing process. No action is taken at the presentation meeting.

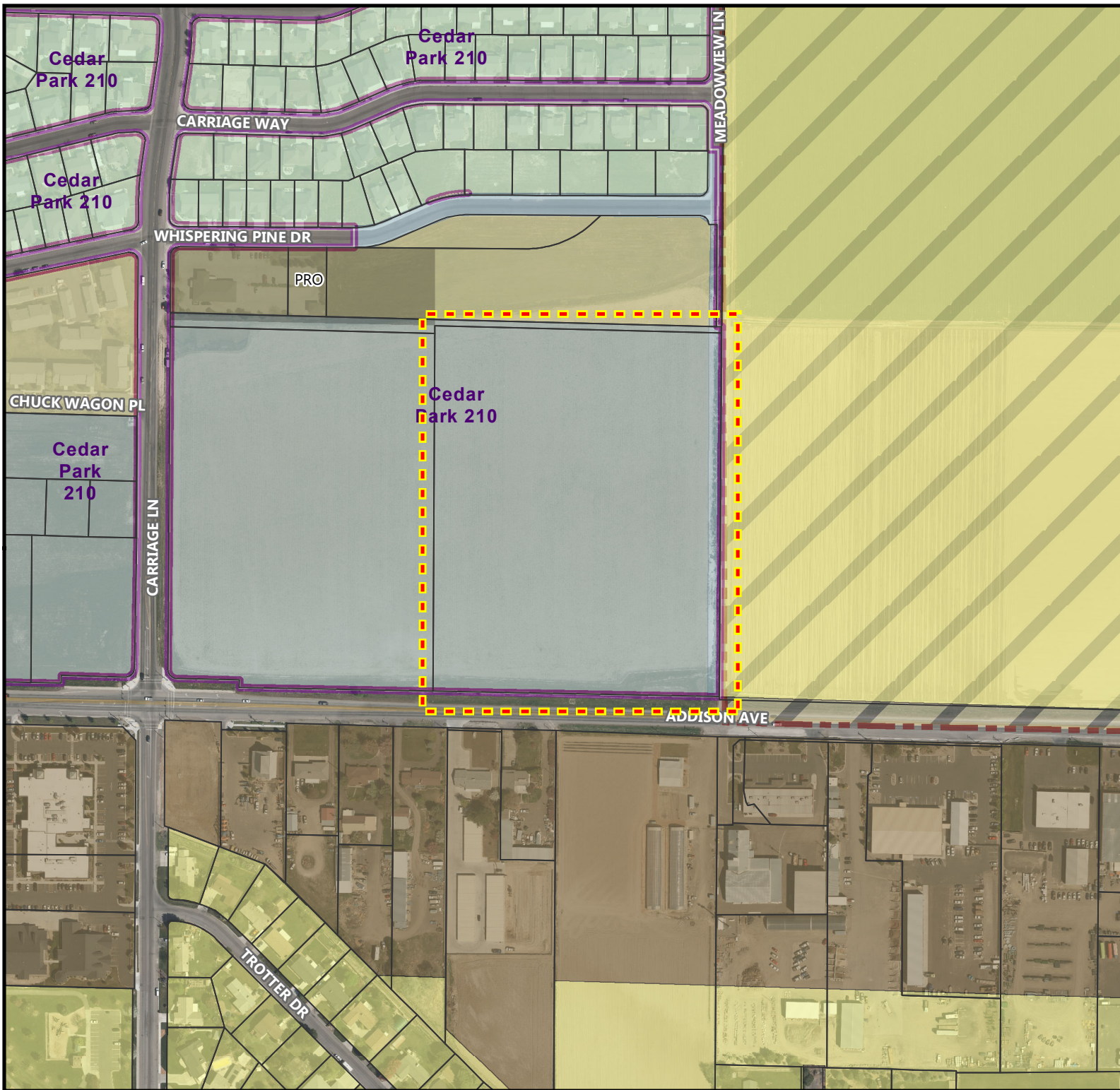
A public hearing regarding this request will be heard at the regularly scheduled Planning and Zoning Commission public meeting [Tuesday, April 10th, 2018](#). Further staff analysis will be provided at that time.

Conclusion:

Staff makes no recommendation at this time.

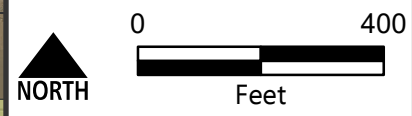
Attachments:

1. Zoning Vicinity Map
2. Aerial Photo Map
3. Future Land Use Map
4. Cedar Park PUD #210
5. Draft PUD Amendment



Zoning Vicinity Map

- PRO
- PUD
- C-1
- R-1 VAR
- R-2
- R-4
- Area Of Impact



AERIAL PHOTO APRIL 2016
REFERENCE ONLY

2695 ADDIS

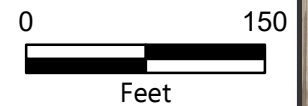
MEADOWVIEW LN

ADDISON AVE

Aerial Map



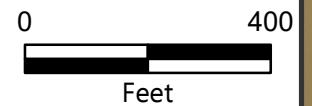
NORTH



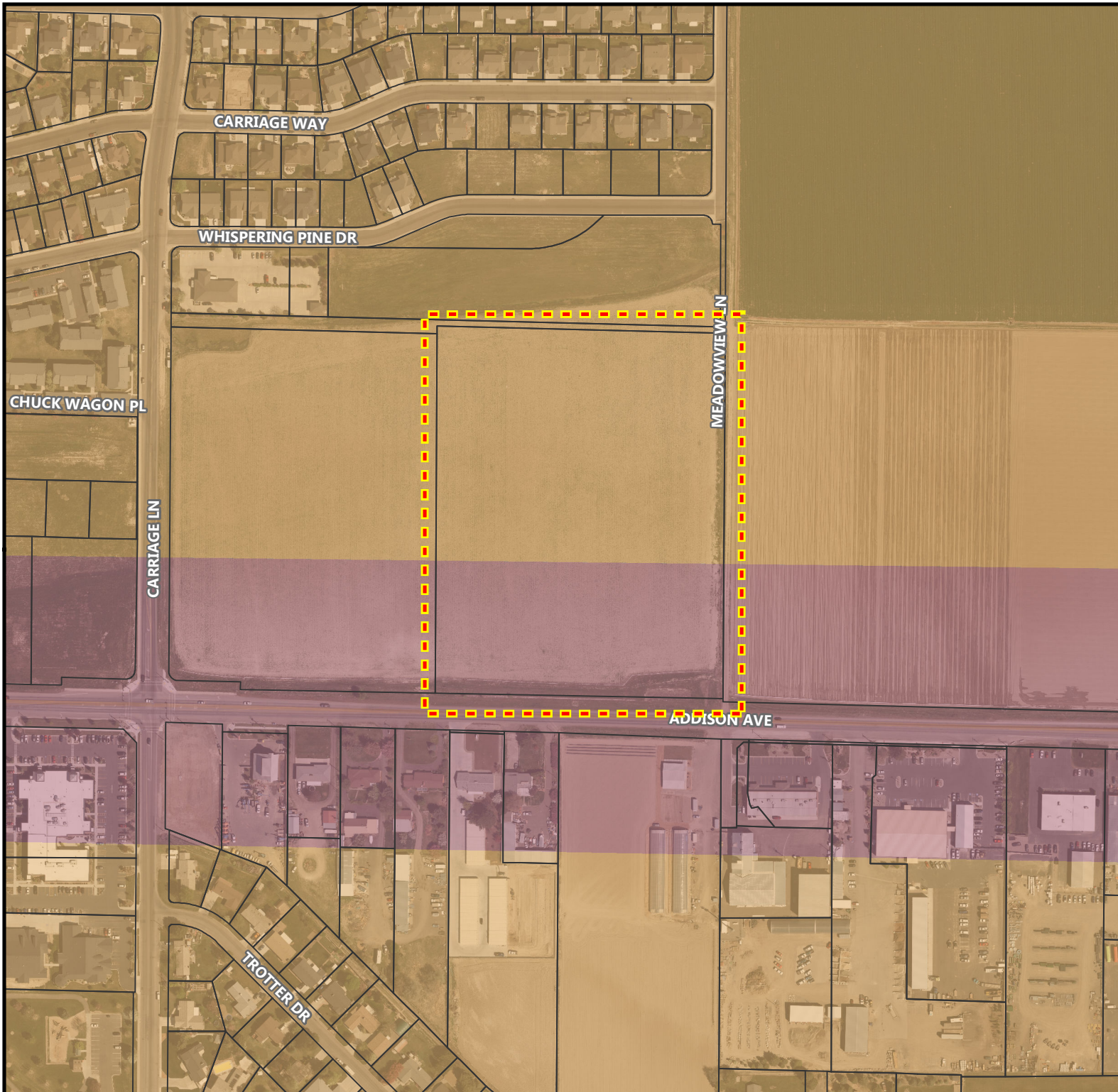
AERIAL PHOTO APRIL 2016
REFERENCE ONLY

Zoning Vicinity Map

- Neighborhood Commercial
- Town Neighborhood



AERIAL PHOTO APRIL 2016
REFERENCE ONLY



Amendment to
CEDAR PARK P.U.D. (No. 210)
C-1 Planned Unit Development Agreement

THIS AGREEMENT, made and entered into this _____ day of _____, by and between the CITY OF TWIN FALLS, a municipal corporation, State of Idaho (hereinafter called "City") and Jane George, Rosemary McGonigal, and Gary Nelson (hereinafter called "Developers"), whose address is 430 Blue Lakes Blvd. Suite D, Twin Falls Idaho 83301.

RECITALS

WHEREAS, Jane George, Rosemary McGonigal, and Gary Nelson, are the Developers and the equitable title holders to certain tracts of land in the City of Twin Falls, State of Idaho, being more particularly described in Exhibit A attached hereto. The subject land is located between the 2400 and 2700 blocks of Addison Avenue East to a depth of one-half mile north of Addison Avenue East (hereinafter referred to as "Property") and;

WHEREAS, Developers design to amend and modify the permitted uses within the existing CEDAR PARK Planned Unit Development Agreement and;

WHEREAS, City, by and through its City Council, has agreed to the development of said land and agreed to amendment of the permitted land uses within the City of Twin Falls, Idaho, subject to certain terms, conditions, and understandings, which conditions and understandings are the subject of this agreement.

COVENANTS

NOW THEREFORE, in consideration of the mutual promises and covenants contained herein, Developers and City agree as follows:

Section 2. Subsection A. USES. shall be amended and modified to read as follows:

- A. USES. The use language in the Twin Falls City Code, Title 10, regarding the underlying “C-1, R-2, R-4, & R-4(PRO) PUD” zone shall apply with regard to permitted uses, special uses, and prohibited uses on the Property or any portion thereof as shown on the Master Plan.

Within the C-1 PUD designated areas of the Property multiple household dwelling units, being fourplexes, shall be permitted upon the premises as a permitted use.

IN WITNESS WHEREOF, the City has affixed its seal and caused these presents to be executed by its Mayor on the date above written.

CITY OF TWIN FALLS

By:_____

DEVELOPERS

By:_____

By:_____

By:_____

STATE OF IDAHO)

)ss

County of Twin Falls)

On this ____ day of _____, 2018, before me, the undersigned, a Notary Public in and for the State of Idaho, personally appeared Jane George, known or identified to me to be the person who subscribed the foregoing instrument and acknowledged to me that she executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

Notary Public for the State of Idaho _____

Residing at: _____

My Commission Expires: _____

STATE OF IDAHO)

)ss

County of Twin Falls)

On this ____ day of _____, 2018, before me, the undersigned, a Notary Public in and for the State of Idaho, personally appeared Rosemary McGonigal, known or identified to me to be the person who subscribed the foregoing instrument and acknowledged to me that she executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

Notary Public for the State of Idaho _____

Residing at:_____

My Commission Expires:_____

STATE OF IDAHO)

)ss

County of Twin Falls)

On this ____ day of _____, 2018, before me, the undersigned, a Notary Public in and for the State of Idaho, personally appeared Gary Nelson, known or identified to me to be the person who subscribed the foregoing instrument and acknowledged to me that he executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

Notary Public for the State of Idaho _____

Residing at:_____

My Commission Expires:_____

Twin Falls County, Idaho

Recorded for:

TWIN FALLS, CITY OF

02:17pm

Apr. 28, 2004

2004 - 009021

No. of Pages: 27 Fee: \$81.00
KRISTINA GLASCOCK
County Clerk
Deputy: CNCEDAR PARK PUDC-1, R-2, R-4 & R-4(PRO) PLANNED UNIT DEVELOPMENT AGREEMENT

THIS AGREEMENT, made and entered into this 2ND DAY OF JUNE, 1997, by and between the CITY OF TWIN FALLS, a municipal corporation, State of Idaho (hereinafter called "City"), and Jane George, Rosemary McGonigal and Gary Nelson (hereinafter called "Developers"), whose address is 430 Blue Lakes Blvd. No., Suite D, Twin Falls, Idaho 83301.

RECITALS

WHEREAS, Jane George, Rosemary McGonigal and Gary Nelson (hereinafter included in reference to "Owners" or "Developers"), are the equitable title holder to certain tracts of land in the City of Twin Falls area of impact, State of Idaho, all parcels are more particularly described in Exhibits "A" (zoning) and "B" (ownership), and attached hereto. The subject land is located between the 2400 and 2700 blocks of Addison Avenue East to a depth of one-half mile north of Addison Avenue East (hereinafter "Property"); and

WHEREAS, Developers intend to develop and/or sell portions of the Property from time to time; and

WHEREAS, Developers have made request of the City of Twin Falls to develop a portion of the Property as commercial subdivisions, and the balance as one or more residential

subdivisions, including portions with professional overlay ("Project") and have submitted to the City a master plan and zoning thereof (attached hereto as Exhibit "C") which has been approved for development as a "C-1 PUD" by the Planning and Zoning Commission and as a "C-1, R-2, R-4 & R-4(PRO) PUD" by the City Council of the City; and

WHEREAS, City, by and through its City Council, has agreed to the development of said land within the City of Twin Falls, Idaho, subject to certain terms, conditions and understandings, which terms, conditions and understandings are the subject of this Agreement.

COVENANTS

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, Developers and City agree as follows:

1. **NATURE OF THE AGREEMENT.** This Agreement shall become part of the "C-1, R-2, R-4 & R-4(PRO) PUD" zone with respect to the Property upon its full execution and recording. Developers, Owners, and their assigns or successors in interest, as well as City and its assigns and successors (if any), shall be bound by the terms and conditions contained herein.

2. **NATURE OF THE DEVELOPMENT.** It is agreed by the parties hereto that certain language and requirements pertaining to the "C-1, R-2, R-4 & R-4(PRO) PUD" zone shall be interpreted as follows:

TWIN FALLS COUNTY, IDAHO
RECORDED FOR: City of T.F.

1997 JUN 13 A 8:23

1997009394

ROBERT S. FORT₂ -
EX-OFFICIO RECORDER

FEE: 81.00 DEPUTY: Sho

A. **USES.** The use language in the Twin Falls City Code, Title 10, regarding the underlying "C-1, R-2, R-4 & R-4(PRO) PUD" zone shall apply with regard to permitted uses, special uses, and prohibited uses on the Property or any portion thereof, as shown on the Master Plan.

B. **PHASING OF DEVELOPMENT.** Developers shall be permitted to develop the Property in phases, provided those phases are in compliance with the Master Plan, this PUD Agreement, and an approved preliminary plat. Approval for each phase may be obtained by submission of a technically correct final plat for each phase to the City Council. The designation and location of specific uses, and buildings on the Master Plan are conceptual and minor changes therefrom shall not provide basis for disapproval of any final plat. There shall be no minimum and a maximum time limit of three years between completion of one phase and commencement of the next phase.

3. **STREET, SEWER, WATER AND DRAINAGE IMPROVEMENTS.**
Developers shall be responsible for the design and construction of street, sewer, water and drainage systems on the Property (hereinafter "Improvements") as described herein in accordance with City standards.

A. **IMPROVEMENT PLANS.** Developers shall, as to each phase of its development, file or cause to be filed with the City a complete set of plans for that development phase, showing all Improvements contemplated within that phase of the development (hereinafter

"Improvement Plans"). The Improvement Plans and all improvements shown thereon shall meet with the approval of the City, which approval shall be given if such plans conform with published City requirements.

B. **IMPROVEMENT DESIGN AND CONSTRUCTION.** Developers shall cause to be designed, constructed and installed, in accordance with the Improvement Plans and at its expense, all Improvements shown on the Improvement Plans. Notwithstanding the foregoing, nothing in this Agreement shall prohibit City participation in the cost or financing of improvements on the Property if mutually agreed to by the parties hereto.

C. **PHASED CONSTRUCTION.** Developers may install the Improvements all at once or in phases. Developers shall provide the City with written notification of which phase it intends to develop, when and of what portion, or portions, of said Improvements it intends to complete at the time; and agree to make such modifications and/or construct any temporary facilities necessitated by such phased construction work as shall be required and approved by the City, which approval shall not be unreasonably withheld.

D. **CONSTRUCTION SUPERVISION.** Developers shall use a qualified construction engineer or supervisor to supervise the construction inspection and testing of the work as necessary, to ensure that all such Improvements are constructed in accordance with the approved Improvement Plans.

E. **NONCOMPLIANCE.** In the event any of the requirements with regard to the installation of said Improvements are not complied with, the City shall give written notice to Developers of said non-compliance. Developers shall cure said non-compliance within thirty (30) days of this receipt of notice (or, in the case of non-compliance that will take in excess of thirty (30) days to cure, Developers shall commence to cure within thirty (30) of receipt of notice and diligently pursue the same to completion). In the event Developers fail to cure said non-compliance in the manner set forth hereinabove, the City shall have the right to withhold the issuance of any future building permits and certificates of occupancy within that phase of such "PUD" until such time as all requirements specified in Section 3 have been complied with; PROVIDED, HOWEVER, Developers shall have the right to appear before the City Council at any regular meeting after any building permits and certificates of occupancy shall have been withheld for reasons set forth in this paragraph, and shall have the right to be heard as to why such building permits and certificates of occupancy should be issued. The City Council shall then in good faith and in an objective manner decide whether said building permits and certificates of occupancy should be issued, and its decision shall be final, except that the rights of the parties are preserved at law and equity.

F. **FEES.** Developers shall pay, or cause to be paid, to City all applicable fees, if any, with regard to the installation of Improvements pursuant to the Improvement Plans. However, City water and sewer connection and service charges shall be paid for by individual developers and users at the rates set by applicable City ordinances and resolutions.

G. **DEDICATION OF IMPROVEMENTS.** City hereby agrees to accept maintenance responsibility for the public improvements upon their completion to City standards.

4. **PLATS.** Developers agree to file with City a preliminary plat, prepared by a registered professional engineer, of the real property which is the subject of this Agreement. Final plats for phases to be developed shall be submitted specifically identifying and dedication all necessary public easements and those rights-of-way the City agrees to accept herein and in the Standard Developers Agreement. It is agreed that said plats and any amendments thereto must first be approved by City.

5. **INDIVIDUAL PARCEL DEVELOPMENT CRITERIA.** The Property or any portion thereof shall be developed in accordance with criteria set forth in this Section 5.

A. **APPROVAL AND CONSTRUCTION.** All Improvements shall be constructed in accordance with engineered drawings and specifications, describing in reasonable detail the work to be performed, which drawings and specifications shall first be approved by City and meet City standards, which approval shall not be unreasonably withheld.

B. **BUILDING SETBACKS.** All buildings on the Property are to be constructed with minimum setbacks in conformance with the setback requirements of the underlying "C-1, R-2, R-4 & R-4(PRO) PUD" zones and the centerline setbacks of Addison Avenue East and Carriage Lane.

C. **LANDSCAPING.** The Developers will provide pedestrian and bicycle access from multi-family areas to commercial areas and provide a continuous internal pedestrian walkway from the perimeter public sidewalk to the principal customer entrance of commercial buildings over 50,000 square feet. The walkways are to be distinguished from driving surfaces through the use of special pavers, bricks or scored concrete to enhance pedestrian safety. Landscaping is to be provided on north sides of commercial buildings to integrate with residential development to the north, and the parking lots are to be broken up with islands of landscaping within the parking lots. Also, a landscaped buffer thirty feet (30') in depth from the sidewalk is to be provided along Addison Avenue East, and a landscaped buffer from behind the sidewalk to sixty feet (60') from the centerline is to be provided on Carriage Lane in both the commercial and professional overlay areas.

D. **DRAINAGE.**

(1) Storm water from commercial developments shall be retained. Facilities to retain storm water shall be designed, constructed, and maintained by the property owner of each lot in the development, unless specific written arrangements are made to share those responsibilities among several lot owners and/or the City.

(2) Storm water from residential developments shall be detained to limit discharge to downstream drainways. Detention facilities meeting City Code requirements in effect at the time of plat approval shall be designed and constructed by the Developers, and

maintained by the property owners' association of each development, unless specific written arrangements are made to share those responsibilities among individual lot owners and/or the City.

E. **BUILDING STANDARDS.** Buildings and Improvements shall comply with the following standards.

(1) **Prohibited Materials.** Metal sided buildings and buildings with exposed unpainted plain concrete block are prohibited. Concrete tilt-up or double-T panels are prohibited unless they have a decorative finish. This does not preclude the use of decorative masonry block or brick or the use of architectural residential metal siding. The commercial buildings are to have pitched roofs and facades broken up with windows, awnings and building recesses. Commercial building colors are to be low reflectance, subtle, neutral or earth tone colors. The use of high intensity colors, metallic colors, black or fluorescent colors is prohibited. Neon tubing is not allowed as an accent material.

(2) **Outside Storage and Display.** Loading docks, trash collection, outdoor storage and similar facilities and functions are to be incorporated into the overall design of the building and the landscaping so the visual and acoustic impacts of these functions are fully contained and out of view from adjacent properties and public streets.

(3) **Utilities.** All on-site utility service lines, including electrical lines

and telephone lines located within a parcel shall be placed underground. Any transformer or terminal equipment provided within or immediately adjacent to the parcel shall be visibly screened from the view from streets, with appropriate screening material.

(4) **Special Pedestrian Improvements.** The Developers will provide pedestrian and bicycle access from multi-family areas to commercial areas and provide a continuous internal pedestrian walkway from the perimeter public sidewalk to the principal customer entrance of commercial buildings over 50,000 square feet. The walkways are to be distinguished from driving surfaces through the use of special pavers, bricks or scored concrete to enhance pedestrian safety. Construction of Carriage Lane will include provision for a bike route and pedestrian crossings with special pavers, bricks or scored concrete to enhance pedestrian safety.

F. **CODES.** All construction on the Property shall be to the standards established by applicable codes.

G. **CONTROL DURING DEVELOPMENT OF INDIVIDUAL PARCELS.** Developers shall maintain control during development of the Property or any part thereof, through the use of deed restrictions to be recorded setting forth the required development criteria contained herein.

6. **ACCESSES TO ADDISON AVENUE EAST.** Developers and subsequent

property owners agree to limit the number of accesses on Addison Avenue East west of Carriage Lane to one (1) and on Addison Avenue East east of Carriage Lane to one (1).

7. **WIDENING OF ADDISON AVENUE EAST.** Developers hereby agree to dedicate the right-of-way to the City the area under the Developers' control needed for widening of the Addison Avenue East right-of-way (hereinafter "Addison Avenue East Expansion Area"). The Developers agree to be responsible for the cost of widening Addison Avenue East when they develop the adjacent phase of their property.

8. **STANDARD DEVELOPERS' AGREEMENT.** It is understood and agreed by the parties hereto that it shall be necessary for Developers or individual owners to execute the City's Standard Developers' Agreements.

9. **GENERAL PROVISIONS.**

A. **COOPERATION.** The parties hereto agree to cooperate each with the other. Developers shall submit to the City all plans, specifications, and working drawings required by the City.

B. **ENTIRE AGREEMENT.** This Agreement constitutes the entire agreement between the parties concerning the property and improvements described herein, and no amendment or modification to this Agreement shall be valid or effective unless reduced to

writing and signed by the parties.

C. **APPLICABLE LAW.** This Agreement shall be construed in accordance with the laws of the State of Idaho.

D. **NOTICES.** If notices from one party to the other are desired or required hereunder, such notices shall be delivered or mailed to the party to receive such at this address last known to the sender of such notice. Notices shall be deemed received on the date of hand delivery or upon seventy-two (72) hours following deposit in the United States mail, if properly addressed, stamped and sent with "Return Receipt Requested." On the date of this Agreement, the addresses of the parties are as follows:

DEVELOPERS: Rosemary McGonigal, Gary Nelson, Jane George
AKA Cedar Park Group
Attention: Jane George
430 Blue Lakes Blvd. N., Ste. D
Twin Falls, ID 83301

DEVELOPERS: Rosemary McGonigal, Gary Nelson, Jane George
AKA Cedar Park Group
Attention: Jane George
430 Blue Lakes Blvd. N., Ste. D
Twin Falls, ID 83301

CITY: City of Twin Falls
P.O. Box 1097
321 Second Avenue East
Twin Falls, ID 83303-1907

E. **SUCCESSORS AND ASSIGNS.** This Agreement shall be binding upon the successors, assigns and legal representatives of the parties hereto.

F. **SEVERABILITY.** In the event any portion of this Agreement is declared by a court of competent jurisdiction to be invalid, illegal or unenforceable, such portion shall be deemed severed from this Agreement, and the remaining portions shall not be affected thereby.

G. **SIGNATORIES.** Each of the persons executing this Agreement hereby represents and warrants that he or she is duly authorized and empowered to so act on behalf of the entity for which he or she is signing and that this Agreement is binding on, and enforceable against, such entity.

H. **EFFECTIVE DATE.** This "PUD" Agreement shall become valid and binding only upon its approval by the City, through its City Council, and upon its execution by the Mayor and Developers.

I. **ATTORNEY'S FEES.** In the event that either party should be required to retain an attorney because of the default or breach of the other or to pursue any other remedy

provided by law, that party which prevails in any litigation shall be entitled to a reasonable attorney's fee.

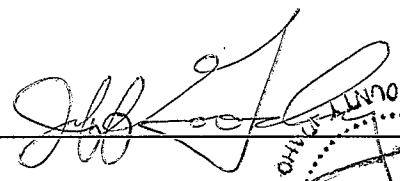
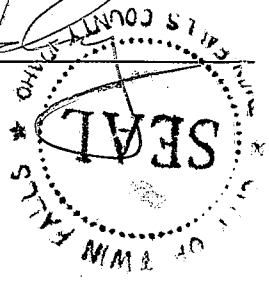
J. **CONSTRUCTION.** Should any provision of this Agreement require judicial interpretation, the Court interpreting or construing the same shall not apply a presumption that the terms hereof shall be more strictly construed against one party, by reason of the rule of construction that a document is to be construed more strictly against the person who himself or through his agents prepared the same, it being acknowledged that both parties have participated in the preparation hereof.

K. **ATTACHMENTS.** All attachments to this Agreement and recitals are incorporated herein and made a part hereof as if set forth in full.

L. **CAPTIONS.** The captions, section and paragraph numbers appearing in this Agreement are inserted only as a matter of convenience and shall in no way affect interpretation of this Agreement.

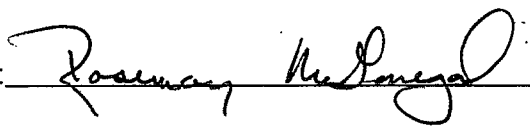
IN WITNESS WHEREOF, the City has affixed its seal and caused these presents to be executed by its Mayor on the date above written.

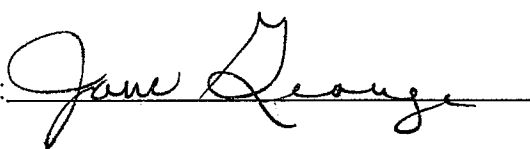
CITY OF TWIN FALLS

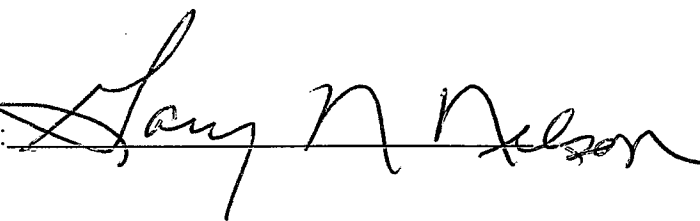
By: 


DEVELOPERS

Rosemary McGonigal, Gary Nelson,
Jane George (AKA Cedar Park Group)

By: 

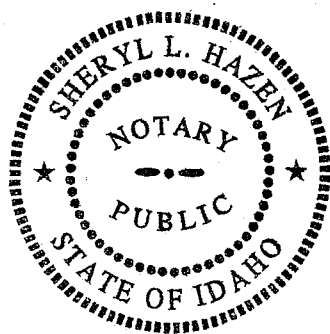
By: 

By: 

STATE OF IDAHO)
) ss
County of Twin Falls)

On this 2nd day of JUNE, 1997, before me, the undersigned, a Notary Public
in and for the State of Idaho, personally appeared Jane George, known to me to be the person who
subscribed the foregoing instrument and acknowledged to me that she executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the
day and year in this certificate first above written.

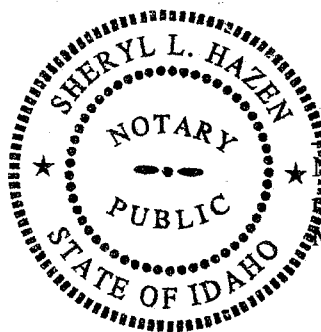


Sheryl L. Hazen
Notary Public for the state of Idaho;
residing at TWIN FALLS
My commission expires: 7/29/00

STATE OF IDAHO)
) ss
 County of Twin Falls)

On this 2nd day of JUNE, 1997, before me, the undersigned, a Notary Public in and for the State of Idaho, personally appeared Rosemary McGonigal, known to me to be the person who subscribed the foregoing instrument and acknowledged to me that she executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.



Sheryl L. Hazen

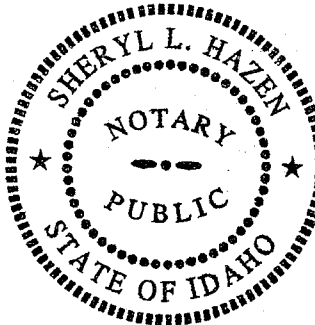
Notary Public for the state of Idaho;
 residing at TWIN FALLS

My commission expires: 7/29/00

STATE OF IDAHO)
) ss
 County of Twin Falls)

On this 2ND day of JUNE, 1997, before me, the undersigned, a Notary Public
 in and for the State of Idaho, personally appeared Gary N. Nelson, known to me to be the person who
 subscribed the foregoing instrument and acknowledged to me that he executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the
 day and year in this certificate first above written.



Sheryl L. Hazen
 Notary Public for the state of Idaho;
 residing at TWIN FALLS
 My commission expires: 7/29/00

PUB-210
EXHIBIT A

Zone Description
for
Cedar Park

Parcel A C-1 Commercial

A parcel of land located in SW $\frac{1}{4}$ SE $\frac{1}{4}$, and SE $\frac{1}{4}$ SW $\frac{1}{4}$, Section 11, Township 10 South, Range 17 East, Boise Meridian, Twin Falls County, Idaho; being more particularly described as follows:

Commencing at the Southeast corner of Section 11. Thence North 88°51'28" West 2614.72 feet to the South quarter corner of Section 11 and being the REAL POINT OF BEGINNING.

Thence North 88°51'24" West 653.72 feet along the South boundary of Section 11.

Thence North 00°03'14" West 660.00 feet,

Thence South 88°51'28" East 654.27 feet,

Thence North 00°00'25" West 240.00 feet,

Thence South 88°51'31" East 1308.40 feet,

Thence South 00°03'35" West 900.00 feet along the East boundary of SW $\frac{1}{4}$ SE $\frac{1}{4}$, Section 11.

Thence North 88°51'28" West 1307.36 feet along the South boundary of Section 11 to the REAL POINT OF BEGINNING.

Parcel A contains approximately 36.92 acres.



Zone Description
for
Cedar Park

Parcel B R-4 P.U.D.

A parcel of land located in SE¼SW¼, Section 11, Township 10 South, Range 17 East, Boise Meridian, Twin Falls County, Idaho; being more particularly described as follows:

Commencing at the Southeast corner of Section 11. Thence North 88°51'28" West 2614.72 feet to the South quarter corner of Section 11. Thence North 88°51'24" West 653.72 feet along the South boundary of Section 11. Thence North 00°03'14" West 660.00 feet to the REAL POINT OF BEGINNING.

Thence North 88°51'28" West 330.07 feet,

Thence North 00°03'14" West 167.65 feet,

Thence North 49°31'56" East 203.47 feet,

Thence along a curve left

▲ - 24°05'57"
R - 200.00 feet
A - 84.12 feet
C - 83.50 feet
T - 42.69 feet
LCB - South 77°57'02" East

Thence South 90°00'00" East 195.90 feet,

Thence along a curve left

▲ - 12°10'11"
R - 200.00 feet
A - 42.48 feet
C - 42.40 feet
T - 21.32 feet
LCB - North 83°54'55" East

Thence North 77°49'49" East 521.46 feet,

Thence North 89°59'36" East 654.07 feet,

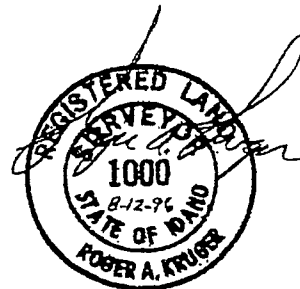
Thence South 00°00'25" East 189.43 feet,

Thence North 88°51'34" West 654.20 feet,

Thence South 00°00'25" East 240.00 feet,

Thence North 88°51'28" West 654.27 feet to the REAL POINT OF BEGINNING.

Parcel B contains approximately 9.88 acres.



Zone Description
for
Cedar Park

Parcel C. R-4 PRO

A parcel of land located in SW $\frac{1}{4}$ SE $\frac{1}{4}$, Section 11, Township 10 South, Range 17 East, Boise Meridian, Twin Falls County, Idaho; being more particularly described as follows:

Commencing at the South quarter corner of Section 11. Said point lies North 88°51'28" West 2614.71 feet from the Southeast corner of Section 11. Thence South 88°51'28" East 1307.36 feet to the Southeast corner of SW $\frac{1}{4}$ SE $\frac{1}{4}$, Section 11. Thence North 00°03'34" East 900.00 feet along the East boundary of SW $\frac{1}{4}$ SE $\frac{1}{4}$, Section 11. Thence North 88°51'31" West 654.20 feet to the REAL POINT OF BEGINNING.

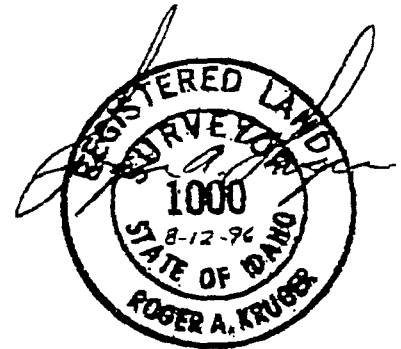
Thence North 88°51'34" West 654.20 feet,

Thence North 00°00'25" West 176.32 feet,

Thence North 89°59'36" East 654.07 feet,

Thence South 00°00'25" East 189.43 feet the REAL POINT OF BEGINNING.

Parcel C contains approximately 2.75 acres.



PUB-210

Zone Description
for
Cedar Park

Parcel D R-4 P.U.D.

A parcel of land located in SW $\frac{1}{4}$ SE $\frac{1}{4}$, Section 11, Township 10 South, Range 17 East, Boise Meridian, Twin Falls County, Idaho; being more particularly described as follows:

Commencing at the South quarter corner of Section 11. Said point lies North 88°51'28" West 2614.71 feet from the Southeast corner of Section 11. Thence South 88°51'28" East 1307.36 feet to the Southeast corner of SW $\frac{1}{4}$ SE $\frac{1}{4}$, Section 11. Thence North 00°03'34" East 900.00 feet along the East boundary of SW $\frac{1}{4}$ SE $\frac{1}{4}$, Section 11 to the REAL POINT OF BEGINNING.

Thence North 88°51'31" West 654.20 feet,

Thence North 00°00'25" West 189.43 feet,

Thence North 89°59'36" East 201.75 feet,

Thence along a curve left

▲ - 44°59'36"
R - 200.00 feet
A - 157.06 feet
C - 153.05 feet
T - 82.83 feet
LCB - North 67°29'48" East

Thence North 45°00'00" East 183.83 feet,

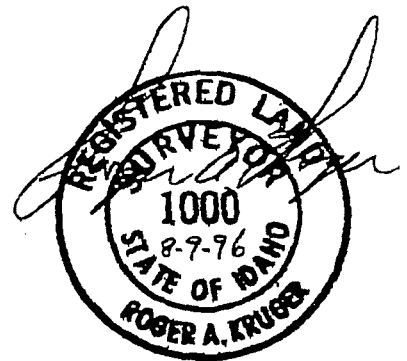
Thence along a curve left

▲ - 12°29'40"
R - 100.00 feet
A - 21.81 feet
C - 21.76 feet
T - 10.95 feet
LCB - North 38°45'10" East

Thence South 71°23'53" East 176.95 feet,

Thence South 00°03'35" West 351.57 feet along the East boundary of SW $\frac{1}{4}$ SE $\frac{1}{4}$, Section 11 to the REAL POINT OF BEGINNING.

Parcel D contains approximately 4.11 acres.



Zone Description
for
Cedar Park

Parcel E R-2

A parcel of land located in W $\frac{1}{4}$ SE $\frac{1}{4}$, and E $\frac{1}{4}$ SW $\frac{1}{4}$, Section 11, Township 10 South, Range 17 East, Boise Meridian, Twin Falls County, Idaho; being more particularly described as follows:

Commencing at the South quarter corner of Section 11. Said point lies North 88°51'28" West 2614.71 feet from the Southeast corner of Section 11. Thence South 88°51'28" East 1307.36 feet to the Southeast corner of SW $\frac{1}{4}$ SE $\frac{1}{4}$, Section 11. Thence North 00°03'34" East 1251.57 feet along the East boundary of SW $\frac{1}{4}$ SE $\frac{1}{4}$, Section 11 to the REAL POINT OF BEGINNING.

Thence North 71°23'53" West 176.95 feet,

Thence along a curve right

- Δ - 12°29'40"
- R - 100.00 feet
- A - 21.81 feet
- C - 21.76 feet
- T - 10.95 feet
- LCB - South 38°45'10" West

Thence South 45°00'00" West 183.83 feet,

Thence along a curve right

- Δ - 44°59'36"
- R - 200.00 feet
- A - 157.06 feet
- C - 153.05 feet
- T - 82.83 feet
- LCB - South 67°29'48" West

Thence South 89°59'36" West 855.82 feet,

Thence South 77°49'49" West 521.46 feet,

Thence along a curve right

- Δ - 12°10'11"
- R - 200.00 feet
- A - 42.48 feet
- C - 42.40 feet
- T - 21.32 feet
- LCB - South 83°54'55" West

Thence South 90°00'00" West 195.90 feet,

Thence along a curve right

- Δ - 24°05'57"
- R - 200.00 feet
- A - 84.12 feet
- C - 83.50 feet
- T - 42.69 feet
- LCB - North 77°57'02" West

Thence South 49°31'56" West 203.47 feet,

Thence South 00°03'14" East 497.65 feet,

Thence North 88°51'24" West 323.92 feet,

Thence North 00°06'04" West 1654.71 feet along the West boundary of E½SW¼, Section 11 to the Northwest corner of S½NE¼SW¼, Section 11.

Thence South 88°47'53" East 1310.74 feet to the Northeast corner of S½NE¼SW¼, Section 11.

Thence North 00°00'24" West 661.10 feet to the Northwest corner of W½SE¼, Section 11.

Thence South 88°46'40" East 1310.46 feet to the Northeast corner of W½SE¼, Section 11.

Thence South 00°03'35" West 1390.94 feet along the East boundary of W½SE¼, Section 11 to the REAL POINT OF BEGINNING.

Parcel E contains approximately 80.65 acres.

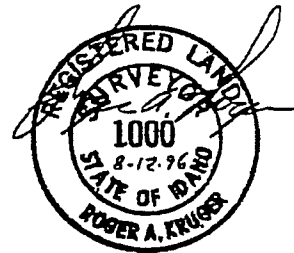


EXHIBIT B

THIS DOCUMENT IS BEING RE-RECORDED TO CORRECT LEGAL DESCRIPTION

TWIN FALLS COUNTY, IDAHO
RECORDED FOR: **TITLEFACT, Inc.**
~~1995 JUL 11 10:01~~ 19950701131
ROBERT S. FORT
EX-OFFICIO RECORDER
FEE: 300 DEPUTY *mjs*

TitleFact, Inc.
163 Fourth Avenue North
P.O. Box 486
Twin Falls, Idaho 83303

**** SPACE ABOVE FOR RECORDER ****
36942ML

QUITCLAIM DEED

For Value Received CEDARPARK BUILDERS COMPANY, do hereby convey, remise and forever quit claim unto ROSEMARY McGONIGAL, as to an undivided 1/4 interest, CAROL JANE GEORGE, as to an undivided 1/4 interest, GARY N. NELSON, as to an undivided 1/4 interest AND STEVEN R. KEIM, as to an undivided 1/4 interest, whose address is: P.O. BOX 174, TWIN FALLS, ID 83303, the following described premises, to-wit:

Township 10 South, Range 17 East, Boise Meridian, Twin Falls County, Idaho
Section 11: W1/4SE1/4; E1/4SW1/4; SE1/4NW1/4

SUBJECT TO: Twin Falls County Highway Right of Way EXCEPT: Township 10 South, Range 17 East, Boise, Meridian, Twin Falls County, Idaho Section 11: SE1/4NW1/4 and together with their appurtenances. N1/2NE1/4SW1/4 TOGETHER WITH: Access easement to pump over and across the North 20 feet of the NW1/4SE1/4

Dated:

CEDARPARK BUILDERS COMPANY

BY: *Gary N. Nelson*
GARY N. NELSON, PRESIDENT

BY: *Carol Jane George*
CAROL JANE GEORGE, SECRETARY-TREASURER

* * * * *

STATE OF IDAHO
County of Twin Falls

On this 7th day of MAY, 1994, before me, the undersigned, Notary Public in and for said State, personally appeared GARY N. NELSON AND CAROL JANE GEORGE known or identified to me to be the PRESIDENT AND SECRETARY-TREASURER of the said corporation that executed this instrument, or the person who executed the instrument on behalf of said corporation, and acknowledged to me that such corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, the day and year in this certificate first above written

Christy J. Grist
Notary Public for Idaho
Residing at: *Twin Falls*
My Commission expires: *12/13/97*
TWIN FALLS COUNTY, IDAHO
RECORDED FOR: **TITLEFACT, Inc.**
1995 JUL 13 A 8:38 1995010883
FEE: 300 DEPUTY *Sr*

39163ml
TitleFact, Inc.
163 Fourth Avenue North
P.O. Box 486
Twin Falls, Idaho 83303

TWIN FALLS COUNTY, IDAHO

TITLEFACT, Inc.

1996 DEC 30 P 4: 55

19960218631

***** SPACE ABOVE FOR RECORDER *****

RECORDED
TWIN FALLS COUNTY, IDAHO

WARRANTY DEED

RE: 600 : FIFTY 84

FOR VALUE RECEIVED STEVEN R. KEIM and BONNIE E. KEIM, husband and wife, as to an undivided one-fourth (1/4) interest, being all their interest, hereinafter called the grantor, hereby grants, bargains, sells and conveys unto CAROL JANE GEORGE, a single woman, as to an undivided one-eighth (1/8) interest; and ROSEMARY McGONIGAL, a married woman dealing with her sole and separate property, as to an undivided one-eighth (1/8) interest, hereinafter called grantee, whose address is: 430 Blue Lakes Blvd North, Suite D, Twin Falls, ID 83301, the following described premises, in Twin Falls County, Idaho, to-wit:

Township 10 South, Range 17 East, Boise Meridian, Twin Falls County, Idaho
Section 11: W $\frac{1}{4}$ SE $\frac{1}{4}$; E $\frac{1}{4}$ SW $\frac{1}{4}$; SE $\frac{1}{4}$ NW $\frac{1}{4}$
EXCEPT

Township 10 South, Range 17 East, Boise Meridian, Twin Falls County, Idaho
Section 11: SE $\frac{1}{4}$ NW $\frac{1}{4}$ and N $\frac{1}{4}$ NE $\frac{1}{4}$ SW $\frac{1}{4}$

Together with: Access easement to pump over and across the North 20 feet of the NW $\frac{1}{4}$ SE $\frac{1}{4}$

SUBJECT TO: Twin Falls County Highway Right of Way

AND EXCEPT:

Township 10 South, Range 17 East, Boise Meridian, Twin Falls County, Idaho
Section 11: A parcel of land located in the S $\frac{1}{2}$, being more particularly described as follows;

COMMENCING at the Southwest corner of SE $\frac{1}{4}$ SW $\frac{1}{4}$, said Section 11;

THENCE East 1320.00 feet along the South boundary of Section 11 to the REAL POINT OF BEGINNING;

THENCE North 866.58 feet parallel with the West boundary of SE $\frac{1}{4}$ SW $\frac{1}{4}$, Section 11;

THENCE East 660 feet parallel with the South boundary of Section 11;

THENCE South 866.58 feet parallel with the West boundary of SE $\frac{1}{4}$ SW $\frac{1}{4}$, Section 11;

THENCE West 660 feet along the South boundary of Section 11 to the REAL POINT OF BEGINNING.

SUBJECT TO: Twin Falls County Highway Right of Way

AND ALSO EXCEPT

Township 10 South, Range 17 East, Boise Meridian, Twin Falls County, Idaho

Section 11: A parcel of land located in the SE $\frac{1}{4}$ SW $\frac{1}{4}$ being more particularly described as follows:

COMMENCING at the Southwest corner of said SE $\frac{1}{4}$ SW $\frac{1}{4}$, and being the REAL POINT OF BEGINNING;

THENCE East 660 feet along the South boundary of Section 11;

THENCE North 660 feet parallel with the West boundary of said SE $\frac{1}{4}$ SW $\frac{1}{4}$;

THENCE West 330 feet parallel with the South boundary of said SE $\frac{1}{4}$ SW $\frac{1}{4}$;

THENCE South 330 feet parallel with the West boundary of SE $\frac{1}{4}$ SW $\frac{1}{4}$ Section 11;

THENCE West 330 feet parallel with the South boundary of Section 11;

THENCE South 330 feet along the West boundary of SE $\frac{1}{4}$ SW $\frac{1}{4}$ to the REAL POINT OF BEGINNING.

SUBJECT TO: Twin Falls County Highway Right of Way.

745-210

TO HAVE AND TO HOLD the said premises, with their appurtenances unto the said Grantee and the Grantee's heirs and assigns forever. And the said Grantor does hereby covenant to and with the said Grantee, that the Grantor is the owner in fee simple of said premises; that are free from all encumbrances except as described above and that Grantor will warrant and defend the same from all lawful claims whatsoever.

Dated: December 30, 1996

Steven R. Keim
STEVEN R. KEIM

Bonnie E. Keim
BONNIE E. KEIM

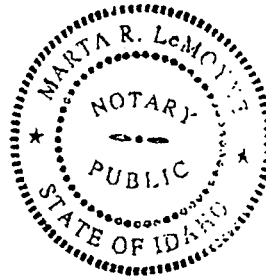
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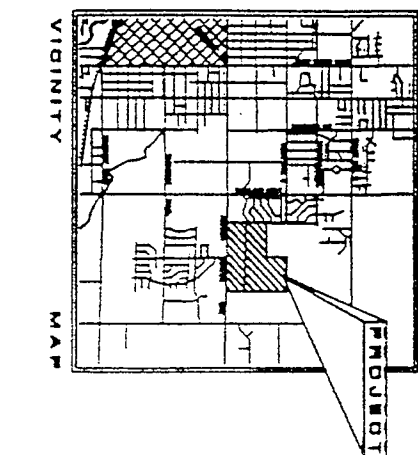
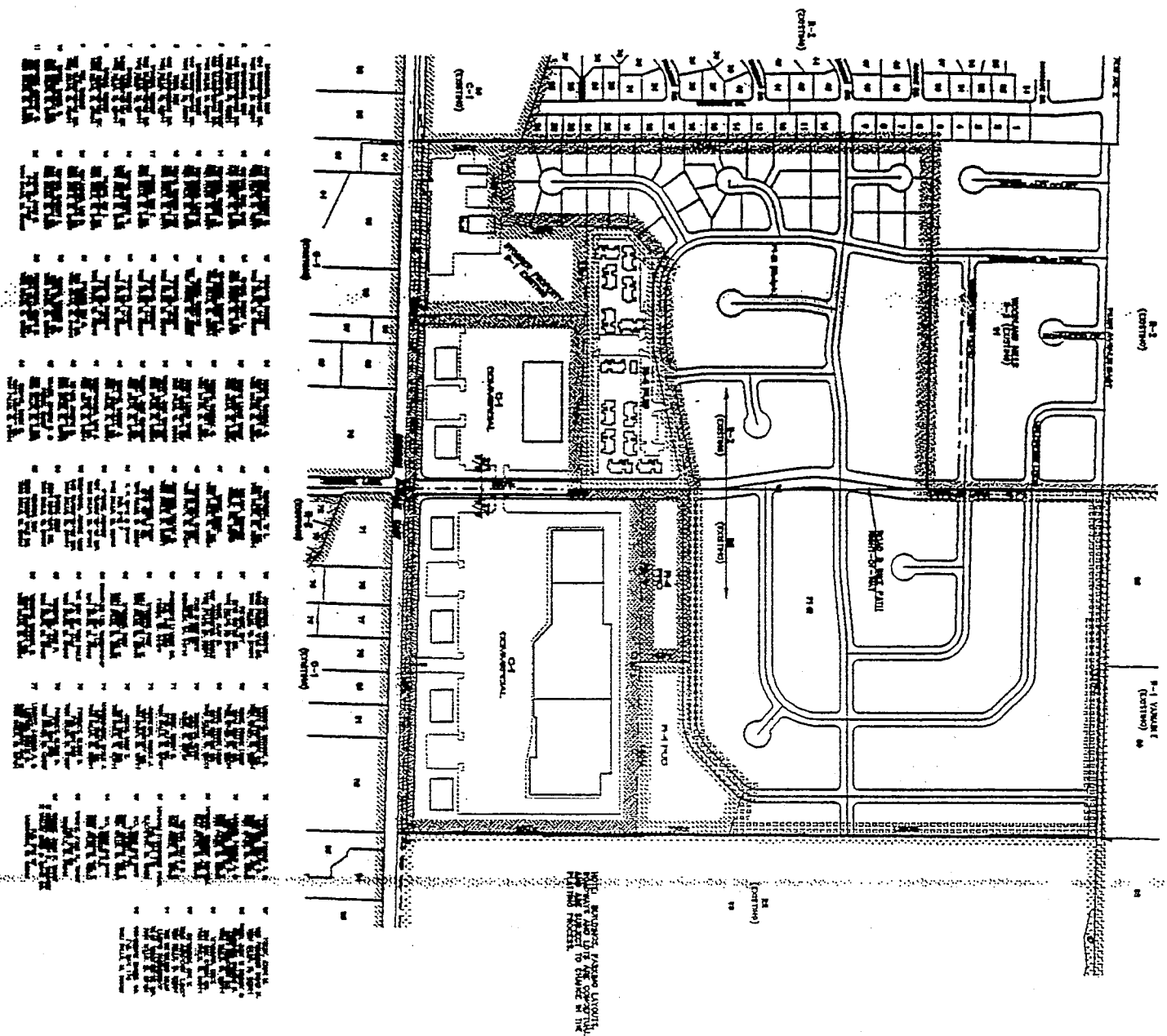
STATE OF IDAHO
County of Twin Falls

On this 30th day of December, 1996, before me, a Notary Public in and for said State, personally appeared STEVEN R. KEIM and BONNIE E. KEIM, husband and wife, as to an undivided one-fourth (1/4) interest, known or identified to me to be the persons whose names are subscribed to the foregoing instrument and acknowledged to me that they executed the same.

IN WITNESS WHEREOF I have hereunto set my hand and official seal the day and year first above written.

Marta R. Lemoyne
Notary Public for Idaho
Residing in: Buhl
Commission Expires: 9-8-99





OWNER/DEVELOPER
 CEDAR PARK COMPANY
 1234 MAIN STREET
 TWIN FALLS, IDAHO 83401
 PHONE (208) 735-1234

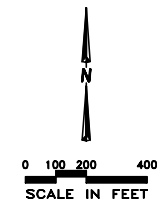
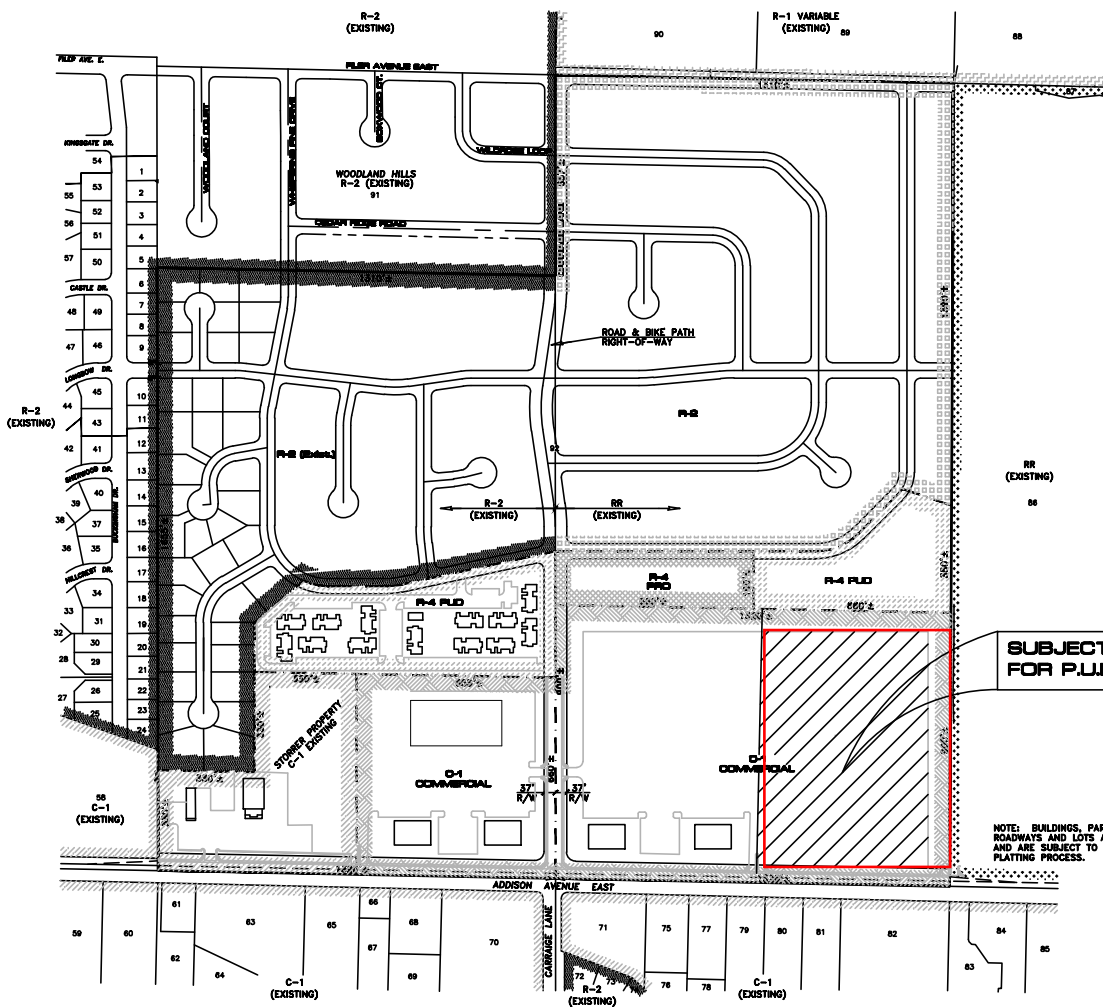
- C-1 PUD. (PROPOSED)
- R-4 PUD. (PROPOSED)
- R-4 PRO PUD. (PROPOSED)
- R-2 (PROPOSED)
- C-1 (existing)
- R-2 (existing)
- R-1 Var. (existing)
- R-1 (existing)

CEDAR PARK PLUD
 Located in
 SEC 1 & 2, T4N, R4E, S4W, & W12, S2E4,
 TOWNSHIP 10 SOUTH, RANGE 17 EAST,
 BOISE NATIONAL
 TWIN FALLS COUNTY, IDAHO
 83401

0 100 200 400
 FEET
 SCALE IN FEET

Zoning Exhibit For
CEDAR PARK PLUD
 Twin Falls, Idaho

Engineers, Inc.
 ENGINEERS/SURVEYORS/PLANNERS



CEDARPARK P.U.D.

Located in
S2 NE4 SW4, S24 SW4, & W2 SE4,
SECTION 11,
TOWNSHIP 10 SOUTH, RANGE 17 EAST,
BOISE MERIDIAN,
TWIN FALLS COUNTY, IDAHO
1696

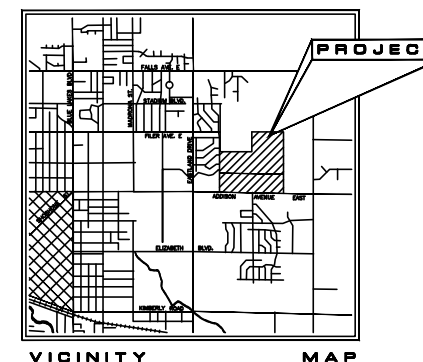
- C-1 P.U.D. (PROPOSED)
- R-4 P.U.D. (PROPOSED)
- R-4 PRO P.U.D. (PROPOSED)
- R-2 (PROPOSED)
- C-1 (Existing)
- R-2 (Existing)
- R-1 Var. (Existing)
- RR (Existing)

**SUBJECT PROPERTY
FOR P.U.D. AMENDMENT**

NOTE: BUILDINGS, PARKING LAYOUTS,
ROADWAYS AND LOTS ARE CONCEPTUAL
AND ARE SUBJECT TO CHANGE IN THE
PLATTING PROCESS.

OWNER/DEVELOPER: CEDARPARK COMPANY
% GARY M. NELSON
1525 ADDISON AVE. E., SUITE 212
TWIN FALLS, IDAHO 83301
PHONE: (208) 734-8000

ENGINEER: EDM ENGINEERS, INC.
621 NO. COLLEGE RD., SUITE 100
TWIN FALLS, IDAHO 83301
PHONE: (208) 734-4888





Public Hearing: **TUESDAY, MARCH 27, 2018**

To: Planning and Zoning Commission

Presenter: Jonathan Spendlove, Senior Planner

Editor: Renee V. Carraway-Johnson, Zoning Administrator

Author: Steve O'Connor, Planner I

AGENDA ITEM 6b

Request: Request for a [Zoning District Change and Zoning Map Amendment](#) from R-2 to R-2 PRO for Property located at 104 Lincoln Street. c/o Brian Tanner (app. 2929)

Time Estimate:

The applicant's presentation may take up to ten (10) minutes. Staff presentation will be approximately five (5) minutes.

Background:

Applicant Brian M. Tanner 104 Lincoln St. Twin Falls, ID 83301 208.735.5158 briantanneresq@gmail.com	Status: Owner	Size: .272 +/- acres
	Current Zoning: R-2 with Stoker Agreement Area	Requested Zoning: R-2 PRO
	Comprehensive Plan: Mixed Use	Lot Count: 1 Lot
	Existing Land Use: Professional Office	Proposed Land Use: No Change
	Zoning Designations & Surrounding Land Use(s)	
	North: R-2; Residential	East: C-1; Auto Sales (Car Store)
	South: Addison Ave; R-4; Professional Office & Park	West: Lincoln St: R-2 Stoker & R-2; Professional Office and residential
	Applicable Regulations: 10-1-4, 10-1-5, 10-4-4, 10-11-1 thru 8, 10-13, 10-14, Stoker Agreement	

Approval Process:

All procedures will follow the process as described in TF City Code 10-14: Zoning Amendments.

Zoning Title Amendments, which consist of text or map revisions, require a public hearing before the Planning Commission. Following the public hearing, the Commission may forward the amendment with its recommendation to the City Council. Any material change by the Commission from what was presented during the public hearing will require an additional hearing prior to the Commission forwarding its recommendation to the Council.

After the Council receives a recommendation from the Commission, a public hearing shall be scheduled where the Council may grant, grant with changes, or deny the Zoning Title Amendment. In any event, the Council shall specify the regulations and standards used in evaluating the Zoning Amendment, and the reasons for approval or denial.

In the event the Council shall approve an amendment, such amendment shall thereafter be made a part of the Title upon the passage and publication of an ordinance.

Budget Impact:

There is no anticipated impact on the City budget.

Regulatory Impact:

Approval of this request will allow the applicant to proceed with the process of rezoning property at 104 Lincoln St, from R-2 with the Stoker Agreement Area to R-2 with Professional Office Overlay (PRO).

History:

This address has been a residence from at least 1950 according to the Polk Directories. The Stoker Agreement was applied to this lot when it was entered into and recorded in 1987, by court order. In the late 1990's the residence was converted into a law office with SUP #0472 and has stayed as such to now.

Analysis:

This is a request for a **Zoning District Change and Zoning Map Amendment** to rezone property at 104 Lincoln St, from R-2 with the Stoker Agreement to R-2 with Professional Office Overlay (PRO). The applicant has stated in his narrative the purpose for this request is to allow for a freestanding sign on his property. Currently the property is under the Stoker Agreement, which does not allow for freestanding signs. The Professional Office Overlay (PRO) would allow for a free standing sign with a maximum height of eight feet (8') and a maximum of 60 sq-ft in size.

In reviewing a request for a Zoning District Change and Zoning Map Amendment the Commission has two (2) main tasks: **1-** to determine whether the request is in conformance with the Comprehensive Plan and **2-** evaluate the request to determine the extent and nature of the amendment requested.

Comprehensive Plan Compliance:

The 2016 Comprehensive Plan; "Grow With Us" designates this corridor as appropriate for "Neighborhood Commercial." Neighborhood Commercial is a designation which focuses on a variety of low intensity land uses which is scaled to serve the surrounding neighborhoods. The PRO fits the neighborhood commercial designation in that it allows for a light or minimally invasive commercial uses in vicinity of residential uses along designated arterial routes. Therefore staff has determined this request is in compliance with the 2016 comprehensive plan.

To make a positive recommendation, the Commission must determine that **1-** the request is in conformance with the Comprehensive Plan and **2-** the extent and nature of changing the zoning of this property to R-2 with the Professional Office Overlay (PRO) would allow land development that would be compatible with and not detract from the surrounding area.

Conclusion:

The Commission is asked to make a recommendation to the City Council on this request. The Commission's decision may be to recommend denial of the request, recommend approval of the request as presented or request additional information be provided.

Attachments:

1. Letter of request
2. Zoning Vicinity Map
3. Aerial Photo Map
4. Future Land Use Map
5. SUP #0472
6. Site Photos

BRIAN M. TANNER
Attorney at Law
104 Lincoln Street
Twin Falls, Idaho 83301
Telephone No.: 208-735-5158
Fax No.: 208-734-2383
Idaho State Bar No.: 7450

To: City of Twin Falls
Community Development Services
P.O. Box 1907
324 Hansen Street E
Twin Falls, ID 83303

Re: Request for Zoning District Change and Zoning Map Amendment

To whom it may concern,

This office is requesting a zoning district change so that it may place a monument sign outside of the office.

The application, question 4(b) asks that we provide to you a statement on (i) how the proposed zoning change relates to the Comprehensive plan; and (ii) compatibility with the surrounding area; and (iii) an explanation of the intended use/development of the property.

We have discussed these questions previously with Twin Falls planning and zoning. The proposed zoning change relates to the Comprehensive plan because we will be applying for a mixed use land designation which is compatible with the plan. The proposed change is compatible with the surrounding area because there are already many professional buildings with adjacent signs in the neighborhood. For example, adjacent to our office is the Car Store on Five Points. Many business offices are directly across the street, including Advanced Hand Therapy. Many professional office buildings are on both sides of Addison Avenue, including insurance offices, law offices and accounting offices. Many of these buildings have signs.

The building on 104 Lincoln Street has been used as a law office for almost 20 years. We will continue to use the building as a law office.

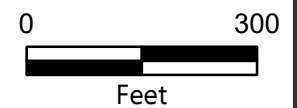
Very Truly Yours,


Brian M. Tanner

02-14-2019
Date

Zoning Vicinity Map

-  Parking Overlay - Three
-  PRO
-  Stoker Agreement
-  PUD
-  C-1
-  OS
-  R-2
-  R-4



AERIAL PHOTO APRIL 2016
REFERENCE ONLY





LINCOLN ST

120
LINCOL

129 BLUE L

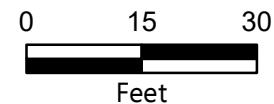
107 BLUE L

104
LINCOL

ADDISON AVE

11TH AVE

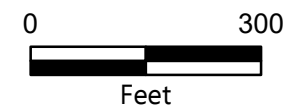
Aerial Map



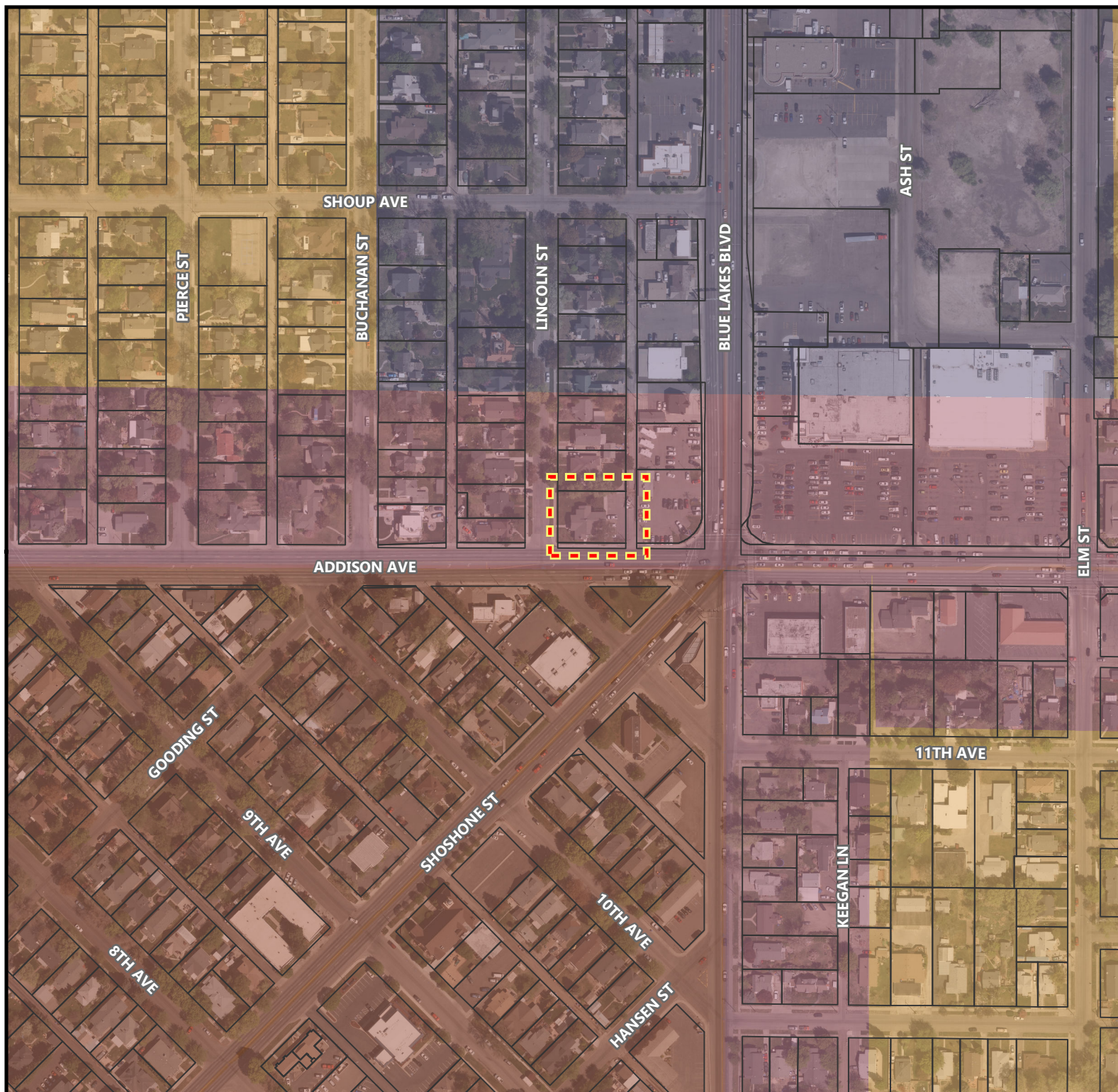
AERIAL PHOTO APRIL 2016
REFERENCE ONLY

Future Land Use Map

-  Downtown
-  Mixed Use
-  Neighborhood Commercial
-  Town Neighborhood



**AERIAL PHOTO APRIL 2016
REFERENCE ONLY**





P. O. Box 1907 • 321 Second Avenue East • Twin Falls, Idaho 83303-1907 • Fax: (208) 736-2296

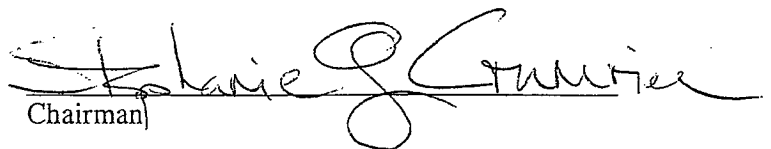
SPECIAL USE PERMIT

Permit No: 0472

Granted by the Twin Falls City Planning and Zoning Commission on October 29, 1996, to Hutchinson, Lammers & Clark, Chtd., whose address is P.O. Box 207, Twin Falls, ID 83303, for the purpose of operating a professional office on real property located at 104 Lincoln Street and legally described as Twin Falls Blue Lakes Addition, Lots 45-47 and the North 20 feet of Lot 48 Block 1.

The Commission has attached the following conditions which must be fully implemented to avoid permit revocation (City Code Section 10-13-2.3):

- 1) Parking area and alley adjacent to the site to be paved
- 2) Curb cut west of alley to be removed.
- 3) Prohibit Lincoln Street parking to match prohibition on other side.
"No Parking Here to Corner" sign to be installed by City forces at the applicant's expense.
- 4) Parking area to drain to the on-site landscaped area.


Chairman

This permit is for zoning purposes only. Other permits such as sign, building, electrical or plumbing permits, etc. may be required.

Please contact the Building Department at 736-2238 for further information.

This permit corresponds to Application No. 1110

cc: Building Inspection



SW Corner Looking NE



NE Corner Looking SW



Public Hearing: **TUESDAY, MARCH 27TH, 2018**
 To: Planning and Zoning Commission
 Presenter: Steve O'Connor, Planner I
 Editor: Renee V. Carraway-Johnson, Zoning Administrator

AGENDA ITEM 6c

Request: Request for an **Amendment to Special Use Permit** #1334, granted on October 14, 2014 to Dutch Bros to operate a drive-through retail facility, to add parking and drive aisles on an undeveloped portion of Lot 3, Block 1 of the Pole Line Commercial Subdivision #1, a PUD, for property located at 572 Pole Line Road. c/o Kyle Cooper on behalf of BB Holding, LLC ID (app. 2930)

Time Estimate:

The applicant's presentation may take up to ten (10) minutes. Staff presentation will be approximately five (5) minutes.

Background:

Applicant BB Holdings 110 SW 4 th St Grants Pass OR 97526 417.425.8164 Ami.chmielik@dutchbros.com Representative Kyle Cooper 5906 W Half Moon Ln Eagle, ID 83616 208.870.1943 cooplivin@me.com	Status: Lease	Size: 19,164 sqft
	Current Zoning: C-1 PUD	Requested Zoning: Amendment to SUP 1334- Expansion of drive thru aisles & parking lot
	Comprehensive Plan: Commercial	Lot Count: 1 lot of development 3 lots affected
	Existing Land Use: Vacant	Proposed Land Use: drive thru aisles & parking lot
	Zoning Designations & Surrounding Land Use(s)	
	North: C-1 PUD; Pole Line Road, Commercial	East: C-1 PUD; Premier Automotive
	South: C-1 PUD; DaVita Dialysis	West: C-1 PUD; undeveloped
	Applicable Regulations: 10-1-4, 10-1-5, 10-4-8.2(B)6a, 10-4-8.2(B)10j, 10-4-8.3, 10-10-10, 10-11-1 thru 8, 10-13-2-2, Pole Line Commercial Subdivision 1 & 2 PUD Agreement	

Approval Process:

The Special Use Permit process requires a public hearing to be held in which interested persons have the opportunity to be heard with regards to the application.

Within thirty (30) days after the public hearing, the Commission shall approve, conditionally approve, or disapprove the application as presented during the hearing. If conditions are placed on the permit, the Administrator shall inform the applicant the special use permit was granted, however, cannot be issued until the specific conditions specified by the Commission are completed and/or the site has a certificate of occupancy. Conditions shall be met within 6 months of the public hearing or the permit may be voided.

If an applicant or interested party appeals the decision of the Commission with fifteen (15) days from the date of action (when the Findings of Fact are signed), the City Council shall set a hearing date to consider all information, testimony and minutes of the previous hearing to reach a decision on the appeal.

Budget Impact:

Approval of this request will have a negligible impact on the City budget.

Regulatory Impact:

Approval of this request will allow the applicant to develop property as approved.

A special use permit is for zoning purposes only. Other permits such as sign, building, electrical or plumbing permits, etc. may be required. All facilities must comply with all Building and Fire Code Regulations prior to operation.

History:

Prior to the Recordation of the Pole line Commercial PUD #220, this area was farmland. Dutch Brothers coffee was granted SUP #1334, by this commission, for a dual drive-through coffee business on October 14th, 2014. A building permit was issued in October 2014 and a Certificate of Occupancy was issued on January 29, 2015. Immediately staff received complaints regarding the encroachment of Dutch Bros customers/vehicular traffic onto adjacent businesses.

City Staff was tasked by the City Council to help resolve a complaint from DaVita Dialysis, the adjacent property owner to the south, who appeared at a City Council meeting in January 2017. City Staff has met on multiple occasions throughout 2017 with Dutch Bros. and DaVita to help find a solution. In September 2017 Dutch Bros. submitted a new layout design for City Staff comments. After reviewing the plan, Staff determined the proposed new layout would require a public hearing as it is more than 25% expansion from the area approved. Staff offered comments back to the owner/developer to help the proposed expansion/change to move forward.

Analysis:

This is a request to Amend Special Use Permit #1334, granted October 14, 2014, to expand the current dual drive-thru aisles and add additional parking for Dutch Bros., located at 572 Pole Line Rd. The request is to expand onto a portion of undeveloped Lot 3 Block 1 of the Pole Line Commercial Subdivision, a PUD. The applicant has provided a Lease Agreement for the expansion onto the lot to the west of their current leased location and a site plan, which appears to comply with current city codes. Staff believes the proposed plan could alleviate most of the issues experienced by the surrounding establishments. The proposed plan has added two drive/stacking aisles/lanes that would require the queuing on lot 3 rather than clogging the current parking lot and DaVita's lot up with waiting vehicles. It also includes an overflow lane which directs traffic completely around DaVita to the south so as to not interfere with DaVita's entrance. Additional directional signage could also help with traffic confusion.

Per a phone conversation with the applicant, they already have a contractor lined up for the construction of the lot, and upon approval of the SUP will begin construction in mid April 2018. It is anticipated to take two to three weeks to build the entire lot.

Per City Code 10-11-1 thru 8:

Required improvements, such as paving, landscaping, storm water, directional signage, etc. may be required. These required improvements will be evaluated and all applicable code requirements will be enforced at the time of development and/or building permit submittal.

Comprehensive Plan Compliance:

The 2016 Comprehensive Plan; "Grow With Us" designates this Area as appropriate for "Commercial Use." As this is a request to expand and improve a current special use, Staff has determined it complies with the 2016 comprehensive plan.

Possible Impacts:

Staff anticipates the additional development improvements to the active special use permit will help to alleviate the existing problems, which arise from the operation of Dutch Bros. especially at peak hours.

Conclusion:

Should the Commission grant this request as presented; staff recommends approval be subject to the following conditions:

1. Subject to the site plan amendments as required by Building, Engineering, Fire, and Zoning Officials to ensure compliance with applicable City Code Requirements and Standards.
2. Subject to landscaping, directional signs, markings, and paint to be maintained and in good visible condition at all times.

Attachments:

1. Narrative
2. Zoning Vicinity Map
3. Aerial Photo Map
4. Future Land Use Map
5. New Site Plan
6. Photos

January 16, 2018

Jonathan Spendlove
Senior Planner, AICP
203 Main Ave. East
Twin Falls, ID 83301

Re: SUP Written Statement On Parcel ID: RPT42900010030

Mr. Spendlove,

This is a detailed written statement in regards to the above referenced site. Currently our understanding is, it is zoned as a C-1 Commercial Highway District. The original intent of the above property was to develop it into a commercial use structure. As you know, adjacent to this property is the 440 sf. Dutch Bros Coffee stand located at 572 pole line rd. that has become a traffic problem for the adjacent building owners/tenants. The purpose of this application is to help relieve and satisfy some of the adjacent owner/tenant request for traffic control. Dutch Bros Coffee is proposing to provide a controlled lane extension and additional parking for the 440 sf coffee stand.

Attached is the proposed final design which was designed in conjunction with your office and the surrounding affected business. The proposed site design indicates normal business flow and heavy business flow. With this design, it will allow a controlled traffic flow that will allow the adjacent property owners/tenants to function as they need to.

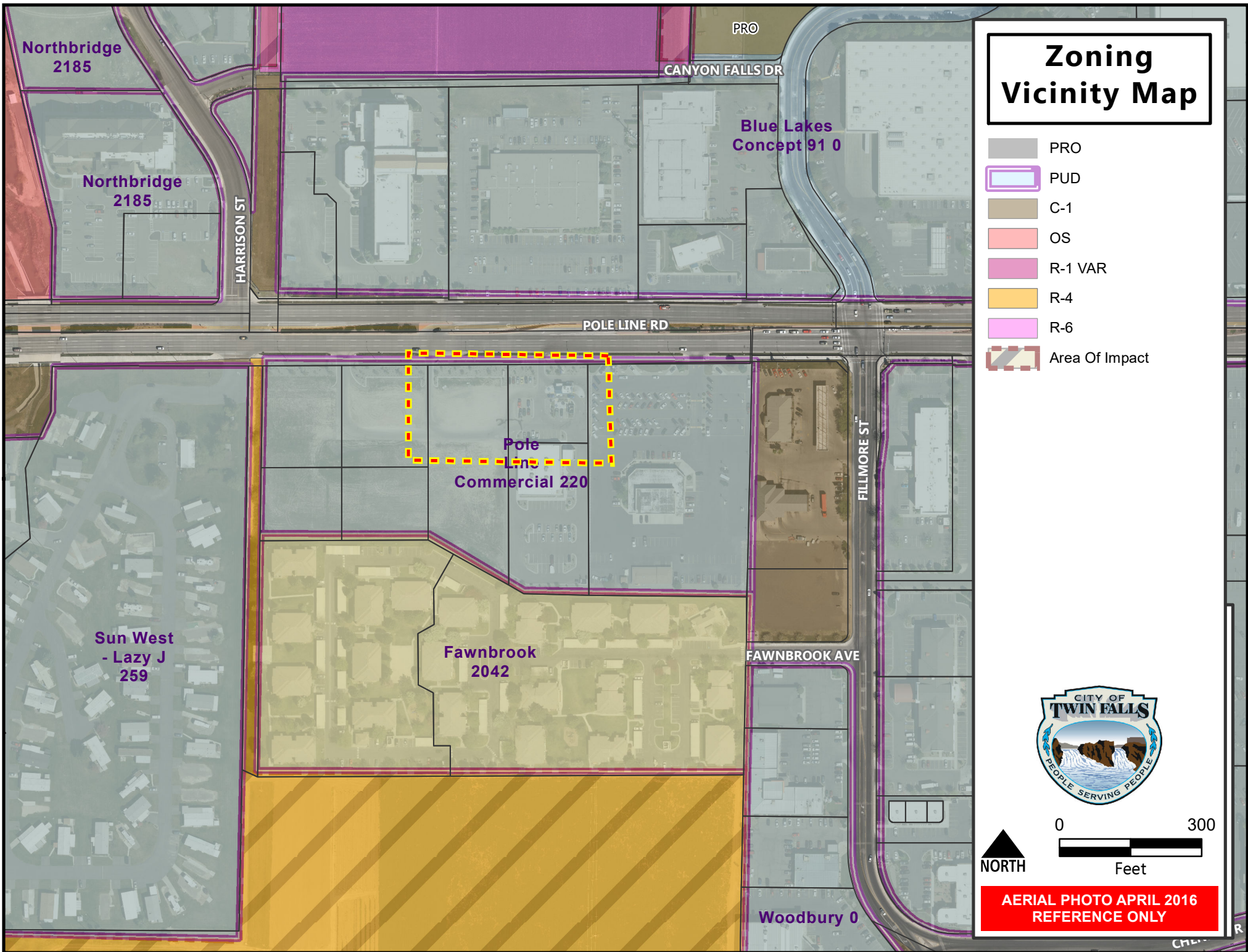
Please contact me or Kyle Cooper if you have any additional questions.

Sincerely

Adam Garcia

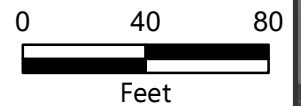


Project Manager
Houston-Bugatsch Architects, Chtd.





Aerial Map

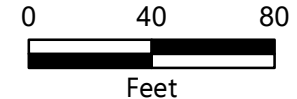




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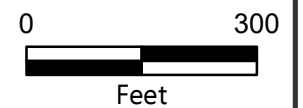
Aerial Map



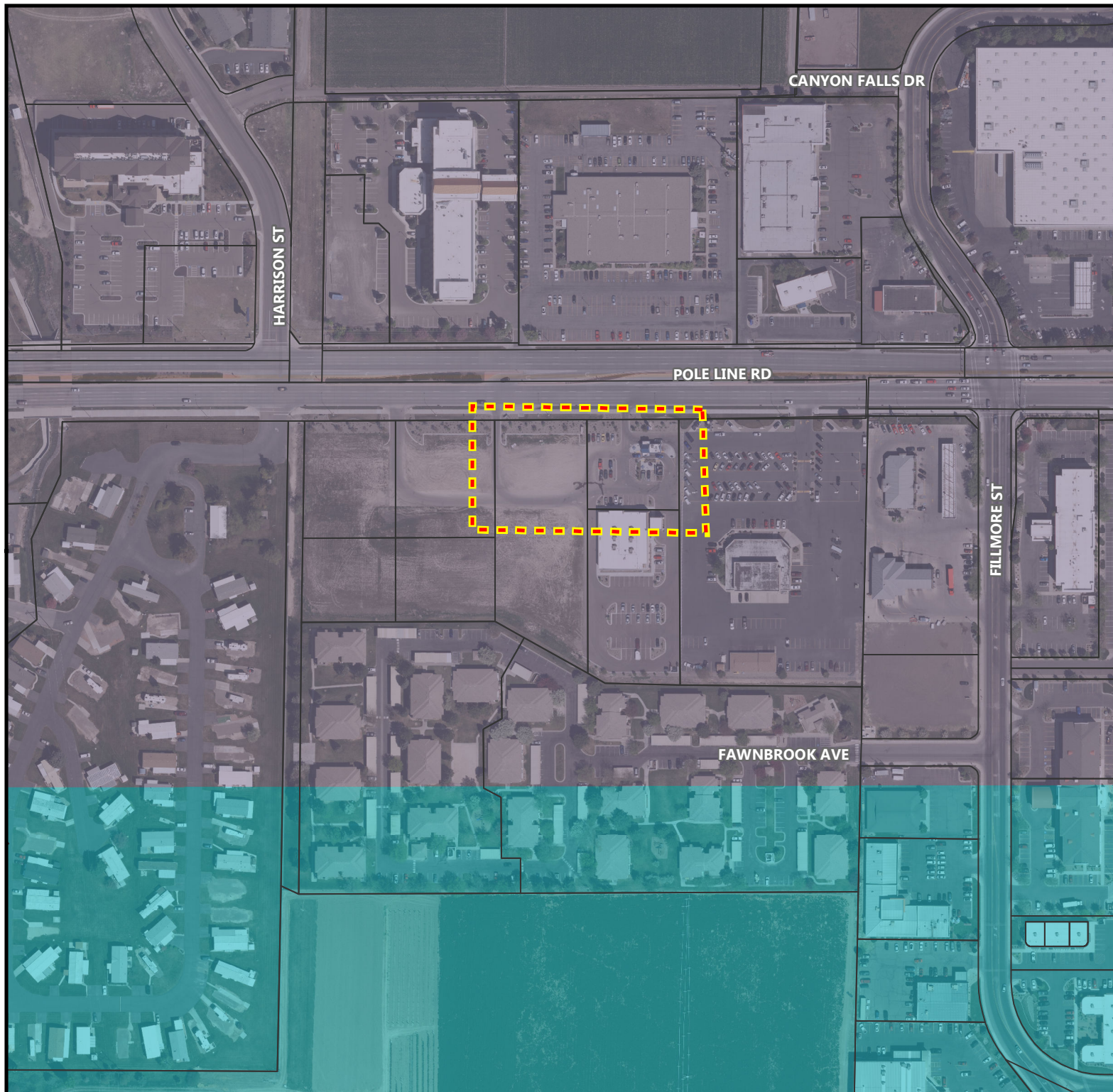
AERIAL PHOTO APRIL 2016
REFERENCE ONLY

Future Land Use Map

-  College of Southern Idaho
-  Mixed Use



**AERIAL PHOTO APRIL 2016
REFERENCE ONLY**



Steve O'Connor

From: Kyle Cooper <cooplivin@me.com>
Sent: Tuesday, March 13, 2018 12:04 PM
To: Steve O'Connor
Subject: Fwd: Twin Falls
Attachments: Dutch Bros Twin Falls Parking Phase II_12-07-17.pdf

Good afternoon Steve,

Below is the email trail from Davita and there landlord giving permission for the new plan. Please let me know if this will work.

Best regards,

Kyle Cooper
208-870-1943

Begin forwarded message:

From: Adam Feldman <afeldman@healthdev.com>
Date: March 13, 2018 at 10:30:24 AM MDT
To: Trevor Pulley <Trevor.Pulley@davita.com>, Andy Carnahan <acarnahan@healthdev.com>, Kyle Cooper <cooplivin@me.com>
Cc: Christine Schenk <cschenk@healthdev.com>
Subject: RE: Twin Falls

Kyle, based on Trevor's approval email below on behalf of the Tenant, the Landlord, TF Complex LP, approves the Dutch Bros phase II plans, which are attached hereto.

Regards,
Adam

Adam K. Feldman
General Counsel
PCI | HealthDev®
1225 Seventeenth Street, Suite 1750
Denver, Colorado 80202
Email: afeldman@healthdev.com
Office: 720.420.1613
Mobile: 720.496.6000
eFax: 469.533.1682

[Spam](#)
[Phish/Fraud](#)

[Not spam](#)

[Forget previous vote](#)



PCI | HealthDev
Medical Real Estate Solutions

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From: Trevor Pulley [<mailto:Trevor.Pulley@davita.com>]

Sent: Tuesday, March 13, 2018 10:27 AM

To: Andy Carnahan <acarnahan@healthdev.com>; Kyle Cooper <cooplivin@me.com>

Cc: Adam Feldman <afeldman@healthdev.com>; Christine Schenk <cschenk@healthdev.com>

Subject: Twin Falls

Kyle/Andy,

After reviewing with DaVita Representatives we approve the changes that will be made in this final phase two and shown on the plans attached hereto. We feel that it will give us the best access to and from our facility and will decrease the traffic problems that are currently happening. The faster that this can be approved the better off all sides will be. If you have any questions please reach out to me at 208-733-2006.

For Landlord's benefit in approving these Phase II plans, I confirm on behalf of DaVita that Tenant understands that these plans remove the existing parking spaces in the front of the clinic (Tenant agrees that the parking spaces in the back of the clinic meet the parking requirements under the Lease) and Tenant understand the change in circulation for the Dutch Bros. Coffee in front of the clinic.

Thanks,

Trevor Pulley, Facility Administrator
DaVita Twin Falls Dialysis Center

CONFIDENTIALITY NOTICE: THIS MESSAGE IS CONFIDENTIAL, INTENDED FOR THE NAMED RECIPIENT(S) AND MAY CONTAIN INFORMATION THAT IS (I) PROPRIETARY TO THE SENDER, AND/OR, (II) PRIVILEGED, CONFIDENTIAL, AND/OR OTHERWISE EXEMPT FROM DISCLOSURE UNDER APPLICABLE STATE AND FEDERAL LAW, INCLUDING, BUT NOT LIMITED TO, PRIVACY STANDARDS IMPOSED PURSUANT TO THE FEDERAL HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT OF 1996 ("HIPAA"). IF YOU ARE NOT THE INTENDED RECIPIENT, OR THE EMPLOYEE OR AGENT RESPONSIBLE FOR DELIVERING THE MESSAGE TO THE INTENDED RECIPIENT, YOU ARE HEREBY NOTIFIED THAT ANY DISSEMINATION, DISTRIBUTION OR COPYING OF THIS COMMUNICATION IS STRICTLY PROHIBITED. IF YOU HAVE RECEIVED THIS TRANSMISSION IN ERROR,

PLEASE (I) NOTIFY US IMMEDIATELY BY REPLY E-MAIL OR BY TELEPHONE AT (855.472.9822), (II) REMOVE IT FROM YOUR SYSTEM, AND (III) DESTROY THE ORIGINAL TRANSMISSION AND ITS ATTACHMENTS WITHOUT READING OR SAVING THEM. THANK YOU.

-DaVita Inc-



NE Corner Looking SW





Lot 3 Blk 1 Looking W



Lot 3 Blk 1 Looking E



Public Hearing: **TUESDAY, MARCH 27TH, 2018**

To: Planning and Zoning Commission

Presenter: Jonathan Spendlove, Senior Planner

Editor: Renee V. Carraway-Johnson, Zoning Administrator

Authors: Jonathan Spendlove & Steve O'Connor

AGENDA ITEM 6d

Request: Request for [a PUD Amendment to the Preserve PUD # 261](#) to reflect changes in proposed uses, project boundary, completion of the Canyon Rim Trail, dedication of Trail Head Park and to allow project specific roadway standards on property located within property located within The Preserve PUD. c/o Gerald Martens on behalf of Connie Storrer. (App. 2931)

Time Estimate:

The applicant's presentation may take up to ten (10) minutes. Staff presentation will be approximately five (5) minutes.

Background:

Applicant Connie Storrer 1042 Wildwood Way Twin Falls, ID 83301 Representative Gerald Martens 621 N College Rd, Ste 100 Twin Falls, ID 83301 208.734.4888 gmartens@ehminc.com	Status: Owner/Developer	Size: 370 +/- acres
	Current Zoning: R2 PUD	Requested Zoning: PUD Amendment
	Comprehensive Plan: Town Neighborhood	Lot Count: 3 Parcels under common ownership
	Existing Land Use: Agriculture	Proposed Land Use: Residential and Open Space
	Zoning Designations & Surrounding Land Use(s)	
	North: SUI & OS; Res & OS	East: SUI & SUI PUD; Ag, Res, OS
	South: SUI, R1 VAR, & R2; Res & Ag	West: Eastland Dr; R1 VAR & C1 PUD; Comm, Religious, & Res
Applicable Regulations: 10-1-4, 10-1-5, 10-4-4, 10-6-1, 10-11-1 thru 8, 10-14-1 thru 7, The Preserve PUD #261		

Approval Process:

As per Twin Falls City Code 10-6-1.4(E) Approval of a ZDA Sub-District:

The applicant is required to do a presentation to the Planning and Zoning Commission and the Public a preliminary review. The Commission and Public are allowed to give suggestions and ask questions of the applicant about the proposed project. A public hearing shall be held before the Commission for a recommendation to the Council to amend the zoning district and the zoning map, amend with recommendations or deny the request.

Budget Impact:

Potential increase in tax revenue as development occurs within this 370 +/- acre project.

Regulatory Impact:

After a public hearing, a recommendation from the Planning and Zoning Commission for the requested change will allow the request to proceed to the City Council for a decision.

History:

The land included in this request has been used for agricultural purposes since city records were established. As of today, the property continues to be used for agricultural purposes.

On October 31, 2005, Ord #2843 was approved by the City Council. This Ordinance annexed and zoned 343 +/- acres to R-2 PUD aka **The Preserve PUD #261**. In May 2006, Ord #2858 was approved by the City Council. This Ordinance annexed and zoned 24 +/- acres located at the SE corner of Eastland Dr N and Pole Line Rd E to R-2 PUD and added this property to The Preserve PUD #261. This increased The Preserve PUD #261 to 370 +/- Acres. The PUD Agreement was recorded in 2012. The PUD is a mixed residential development ranging in density from R-1 VAR to R-4. The PUD was approved with two (2) conditions; 1) subject to full compliance with The Preserve PUD Agreement #261 and 2) Subject to a connection to the Snake River Canyon Trail. Through public and private donations and community partnerships the portion of the Snake River Canyon Trail System within this property has since been completed. There is today a full connecting trail system that is a benefit to all who live and visit Twin Falls. As of today, there has been no development within this PUD.

On March 13, 2018, the commission heard the Preliminary Presentation on this proposed amendment from the representative. There were some questions and comments from the general public and the commission.

The "Springs at the Preserve" preliminary plat was submitted for review in Sept. 2017 and is also on the agenda this evening for the commission's review and decision.

Analysis:

This is a request to amend The Preserve PUD #261. The purpose of this amendment is to update the project boundary, to allow a 4 +/- acre portion located south of Pole Line Road E to be developed under the SUI development requirements, including wells and septic systems as utilities are unavailable, and the developer is requesting a variance to city roadway standards be approved. The applicant also wants the amendment to reflect the improvements that have taken place since the PUD was recorded in 2006. Mainly addressing, the completion of Canyon Rim Trail and the dedication of Trailhead Park.

The proposed changes to the PUD #261 may decrease the overall density of the approved planned development and will create new development standards for the Collector streets within the project, which at full build out will create connections east west from Eastland Dr. N. to Hankins Rd. N. and another connection to Carriage Ln. south to Falls Ave. E.

The Engineering Dept. has expressed concerns over the proposed road sections and will address the Commission this evening.

Per City Code 10-6: Zoning Development Agreements:

Development of a ZDA shall conform to all sections of Title 10 unless specifically addressed within the written zoning development agreement and approved by the City. The agreement shall list ALL requested variations from standard code requirements. The council may add other requirements they deem appropriate.

The applicant has provided a draft of the 1st Amended- The Preserve PUD Agreement identifying the changes requested from the original PUD Agreement.

Comprehensive Plan Compliance:

Twin Falls "Grow With Us" 2016 Comprehensive Plan identified this area as "Town Neighborhood." Town Neighborhood is described as residential in nature with limited service and facilities, such as schools and parks, which serve the surrounding neighborhoods. As this PUD is requesting low to medium density residential development clusters, staff has determined this request complies with the 2016 comprehensive plan.

Potential Impacts:

As with any new development, there will be an increase in residents within the development. This will bring more vehicles and the impacts they cause such as traffic, noise, and odors. However, as this will be developed over time and is limited to medium density it will be localized to the neighborhood. Also, many surrounding residents of the property who have enjoyed views open pasture over the years will lose that amenity as the development reaches full build out.

Conclusion:

If the Commission recommends approval to the City Council, as presented, staff recommends approval be subject to the following conditions:

1. Subject to site plan amendments as required by Building, Engineering, Fire and Zoning Officials to comply with applicable City Codes and standards.
2. Subject to approval and recordation of the 1st Amended Preserve PUD Agreement #261.

Attachments:

1. Letter of request
2. Zoning Vicinity Map
3. Aerial Photo Map
4. Future Land Use Map
5. Development Plans
6. Preserve Exhibits
7. Draft PUD Amendment
8. The Preserve PUD #261
9. Site Photos

WRITTEN STATEMENT

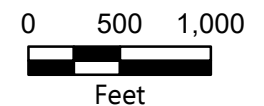
The purpose of this amendment is to update the PUD Agreement to reflect the changes in proposed uses, project boundary, completion of the canyon rim trail, dedication of the trail head park and to officially allow for project specific roadway standards.

The proposed revisions will have no impact on the proposed development and will eliminate the existing options for other uses.

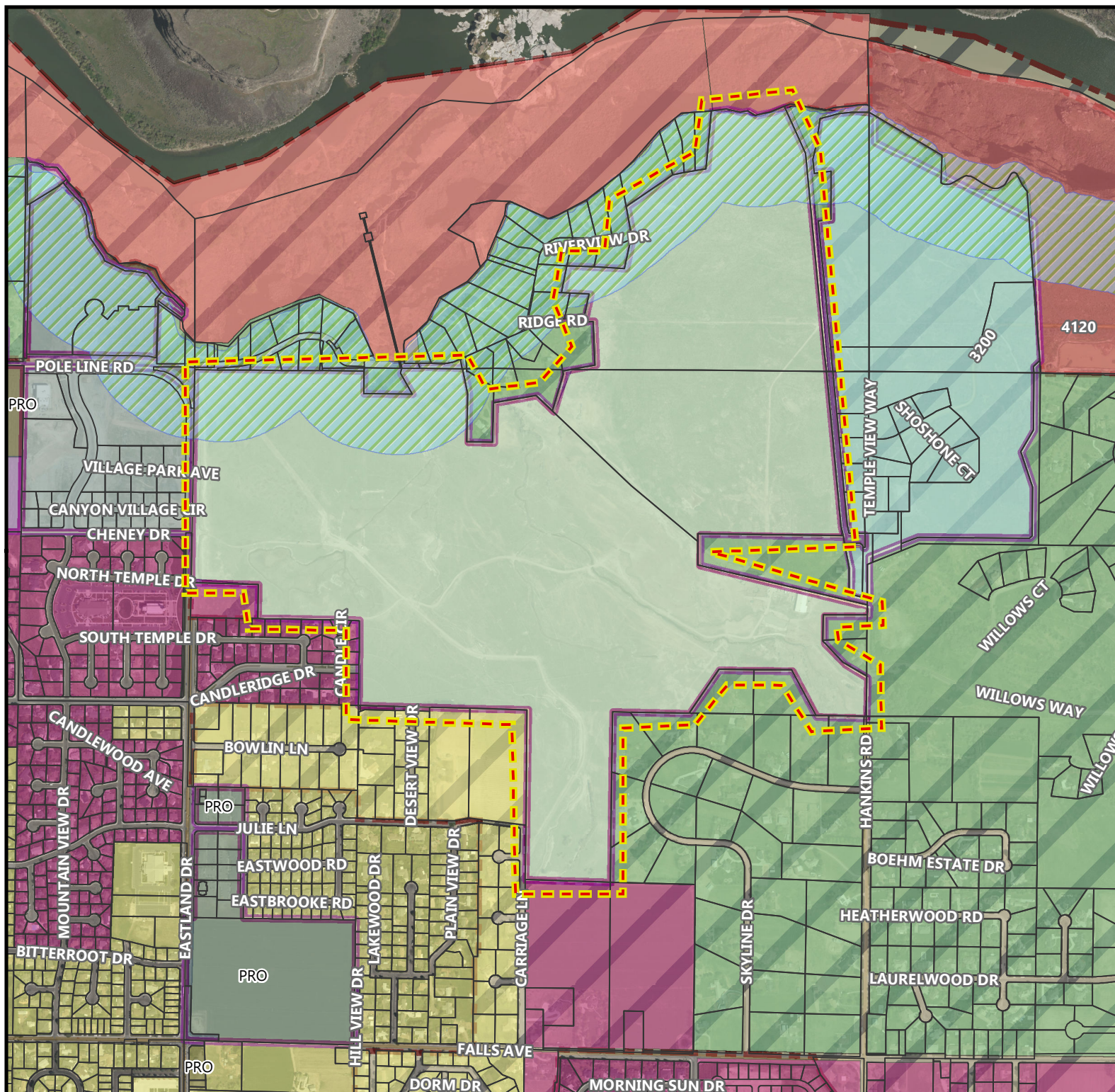
The changes will have no changes that impact existing or proposed neighboring uses.

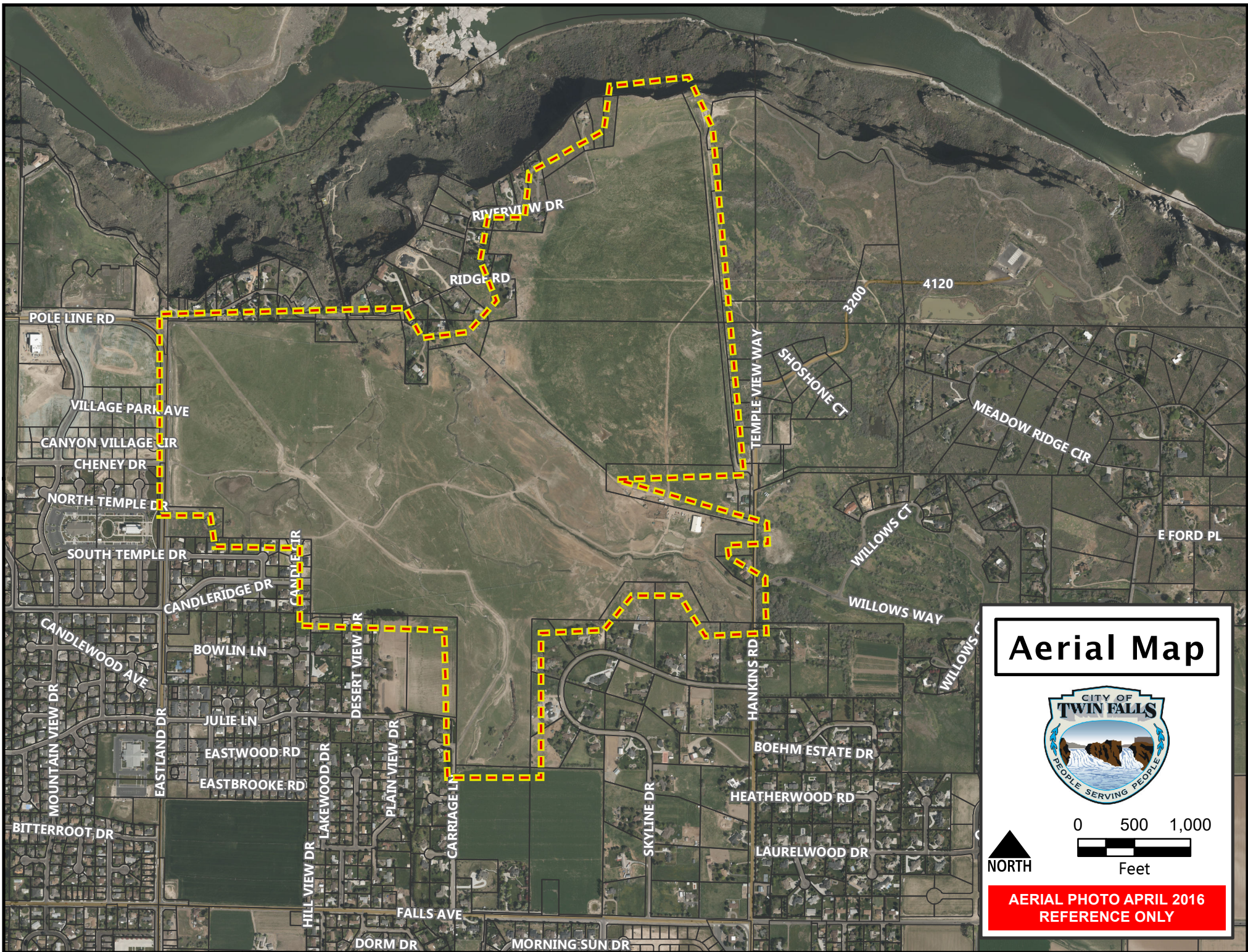
Zoning Vicinity Map

-  CRO
-  PRO
-  PUD
-  C-1
-  OS
-  R-1 VAR
-  R-2
-  R-4
-  SUI
-  Area Of Impact

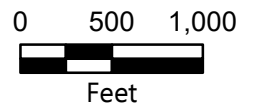


**AERIAL PHOTO APRIL 2016
REFERENCE ONLY**





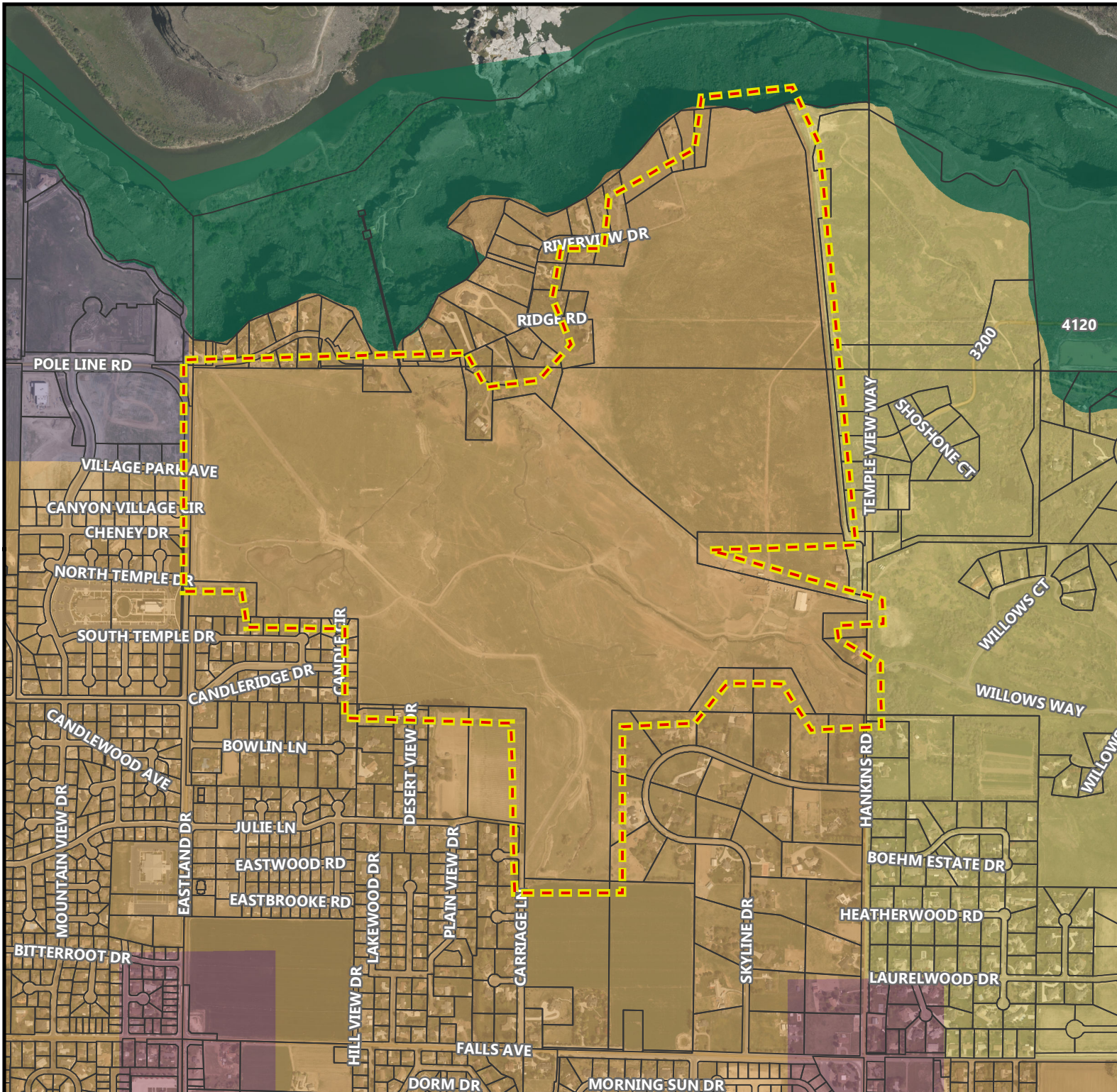
Aerial Map



**AERIAL PHOTO APRIL 2016
REFERENCE ONLY**

Future Land Use Map

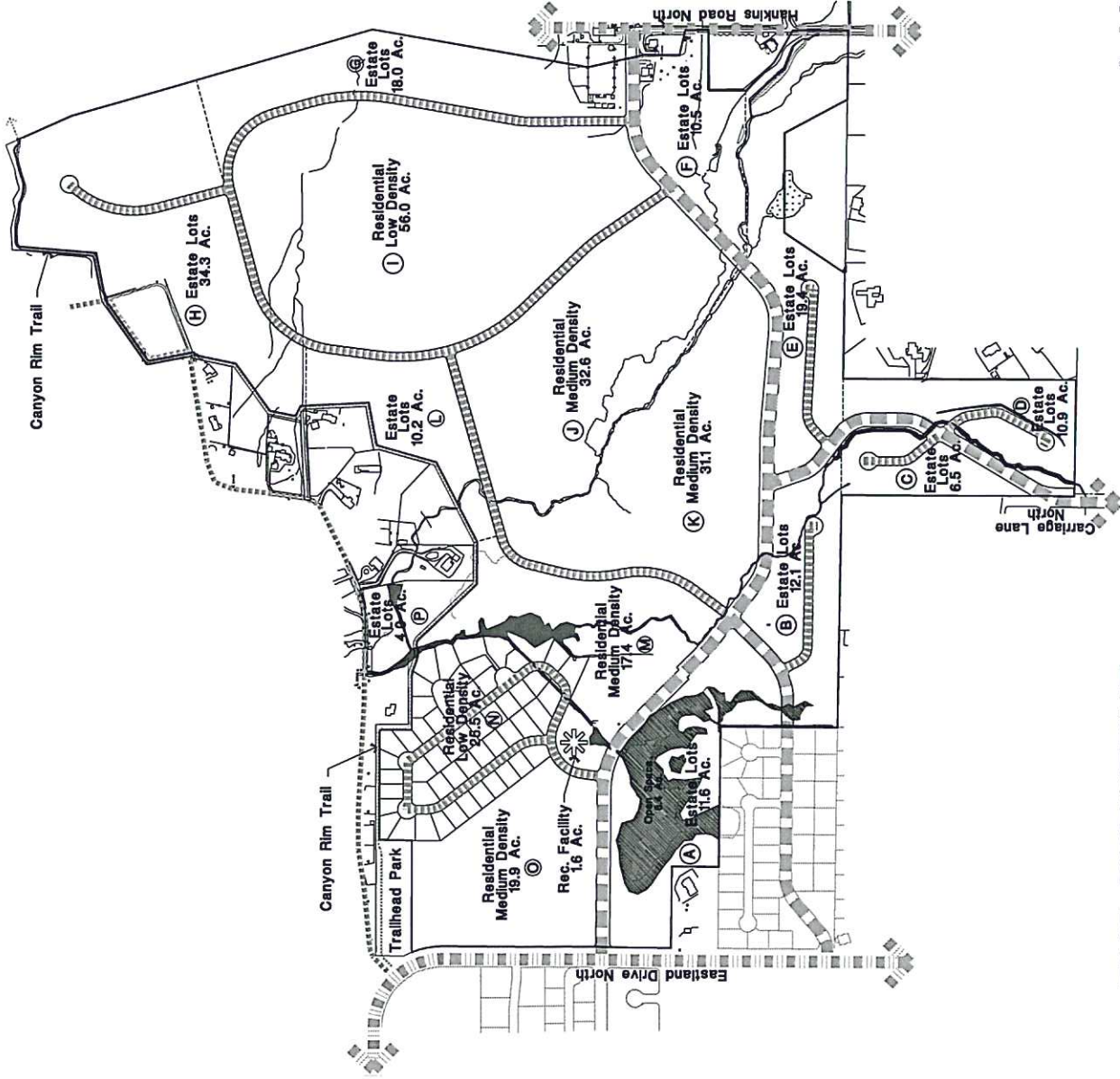
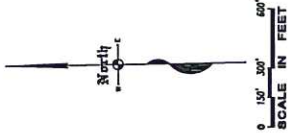
- Mixed Use
- Neighborhood Commercial
- Natural Areas
- Rural Residential
- Town Neighborhood



0 500 1,000
Feet



AERIAL PHOTO APRIL 2016
REFERENCE ONLY



SITE INFORMATION

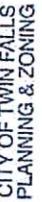
REC. FACILITY	1.6
ESTATE	137.5
LOW DENSITY	81.5
MEDIUM DENSITY	101
ROAD RIGHT OF WAYS	17.8
WETLAND OPEN SPACE	8.4
Total	347.8 AC.

PARCEL AREA	DENSITY	UNITS/AC.	# UNITS
A	11.6	ESTATE	2
B	12.1	ESTATE	2
C	6.5	ESTATE	2
D	10.9	ESTATE	2
E	19.4	ESTATE	2
F	10.5	ESTATE	2
G	18.0	ESTATE	2
H	34.3	ESTATE	2
I	56.0	LOW	4
J	32.6	MEDIUM	5
K	31.1	MEDIUM	5
L	10.2	ESTATE	2
M	17.4	MEDIUM	5
N	25.5	LOW	4
O	19.9	MEDIUM	5
P	4.0	ESTATE	2
Total	320		1106
TOTAL RESIDENTIAL DENSITY			3.46 DU
PROJECT DENSITY			3.46 DU

THE PRESERVE

Twin Falls, Idaho

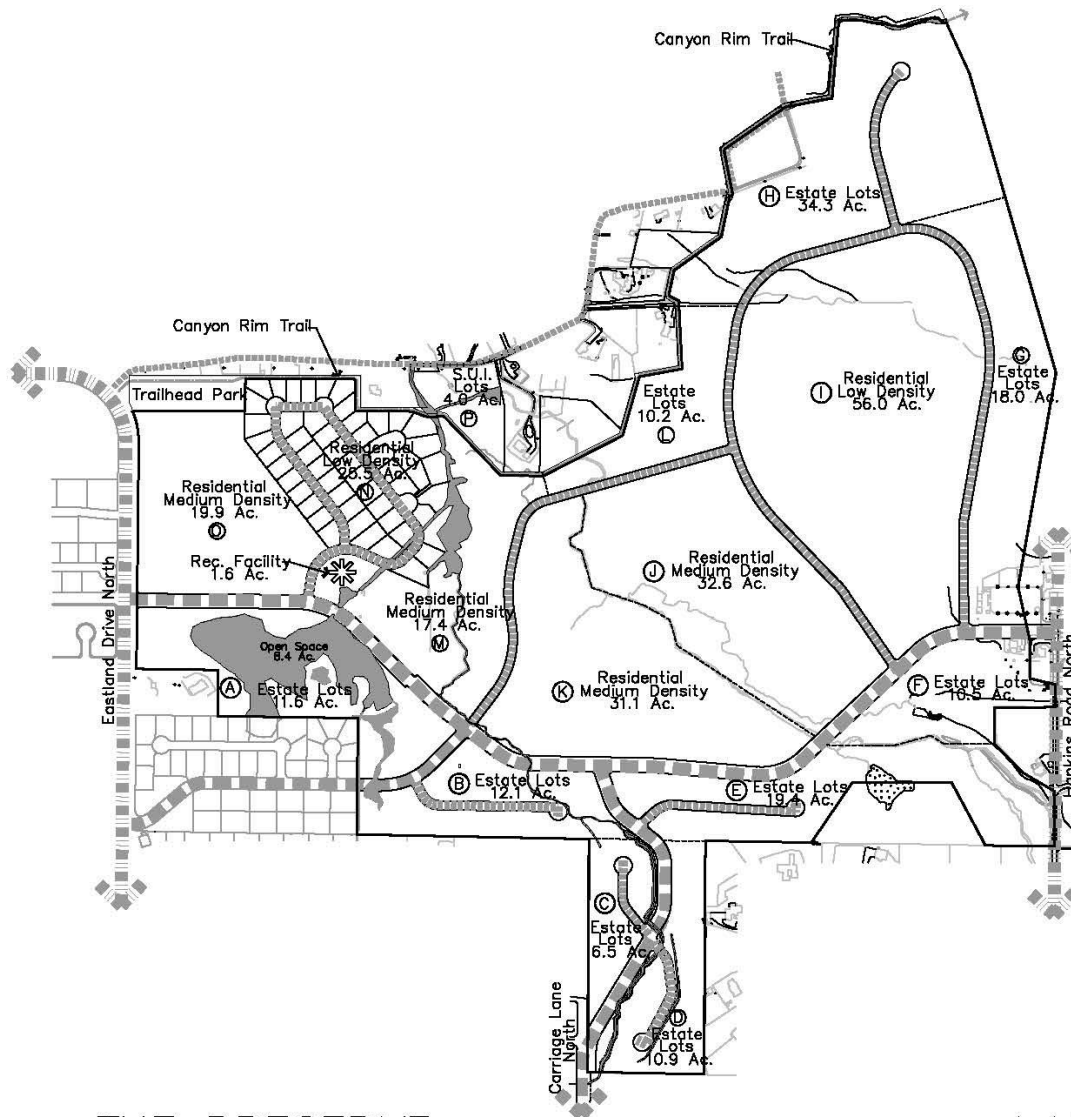
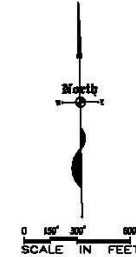
Pub-Ad



RECEIVED

03/13/2018

City of Twin Falls
Planning & Zoning



SITE INFORMATION

REC. FACILITY	1.6
S.U.I.	4.0
ESTATE	133.5
LOW DENSITY	81.5
MEDIUM DENSITY	101
ROAD RIGHT OF WAYS	17.8
WETLAND OPEN SPACE	8.4
Total	347.8 Ac.

PARCEL AREA	DENSITY	UNITS/AC.	# UNITS
A 11.6	ESTATE	2	23
B 12.1	ESTATE	2	24
C 6.5	ESTATE	2	13
D 10.9	ESTATE	2	22
E 19.4	ESTATE	2	39
F 10.5	ESTATE	2	21
G 18.0	ESTATE	2	36
H 34.3	ESTATE	2	69
I 56.0	LOW	4	224
J 32.6	MEDIUM	5	163
K 31.1	MEDIUM	5	155
L 10.2	ESTATE	2	20
M 17.4	MEDIUM	5	87
N 25.5	LOW	4	102
O 19.9	MEDIUM	5	100
P 4.0	S.U.I.	1	3

Total	320	1101
TOTAL RESIDENTIAL DENSITY	3.46 DU	
PROJECT DENSITY	3.46 DU	

THE PRESERVE

Twin Falls, Idaho

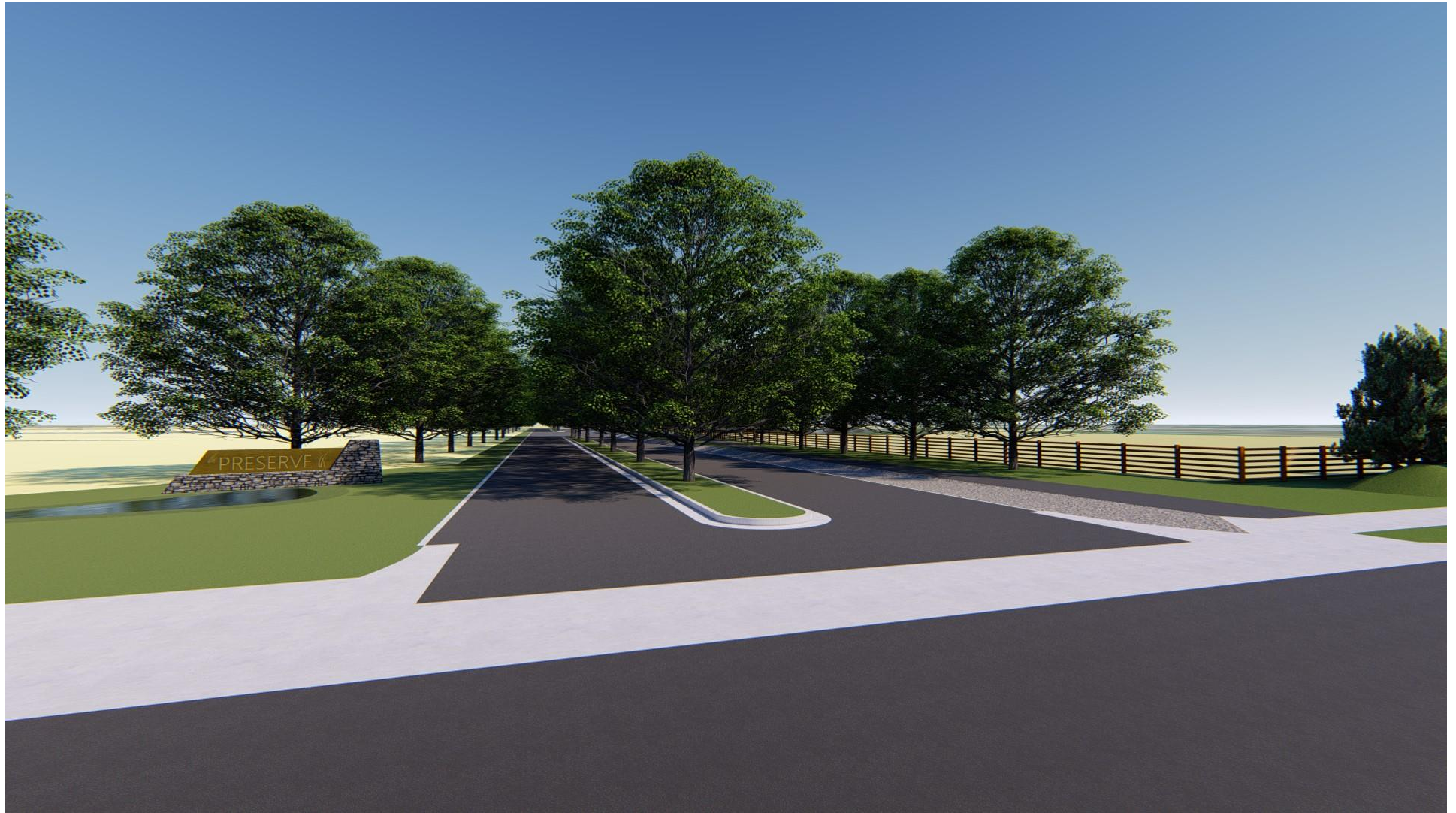
LAND USE DIAGRAM

AEHM Engineers Inc.
Engineers / Surveyors / Planners
521 W. College Ave., Suite 100 Twin Falls, ID 83401
(208) 731-4666

LAND USE DIAGRAM FOR:
The Preserve
Twin Falls, Idaho

DO NOT SCALE DRAWINGS
CONSTRUCTION SHALL VERIFY ALL
DIMENSIONS AND LOCATIONS OF ALL
FEATURES AND CONDITIONS OF ALL
EXISTING AND PROPOSED FEATURES
ON FIELDWORK AND NOTES.

DATE: 6. MAR 2017
BY: T. HENRIK
DATE: 7. MAR 2017
BY: JAL, 2018
DATE: 10 MAR
DATE: 10-17 FEB 2018







LANDSCAPE CHARACTER:



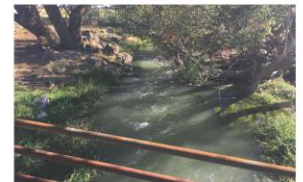
**CONCEPT
THE PRESERVE
TWIN FALLS, ID**

1 2/26/2018

SCALE 1" = 100'-0"



NATURAL AREA CHARACTER:



Callouts

- 1 - Development Entry Monument
- 2 - Neighborhood Entry Monument
- 3 - Tree Lined Boulevard
- 4 - Wetland area
- 5 - Landscaped Traffic Circles
- 6 - Wildlife viewing area (future)
- 7 - Required streetscape

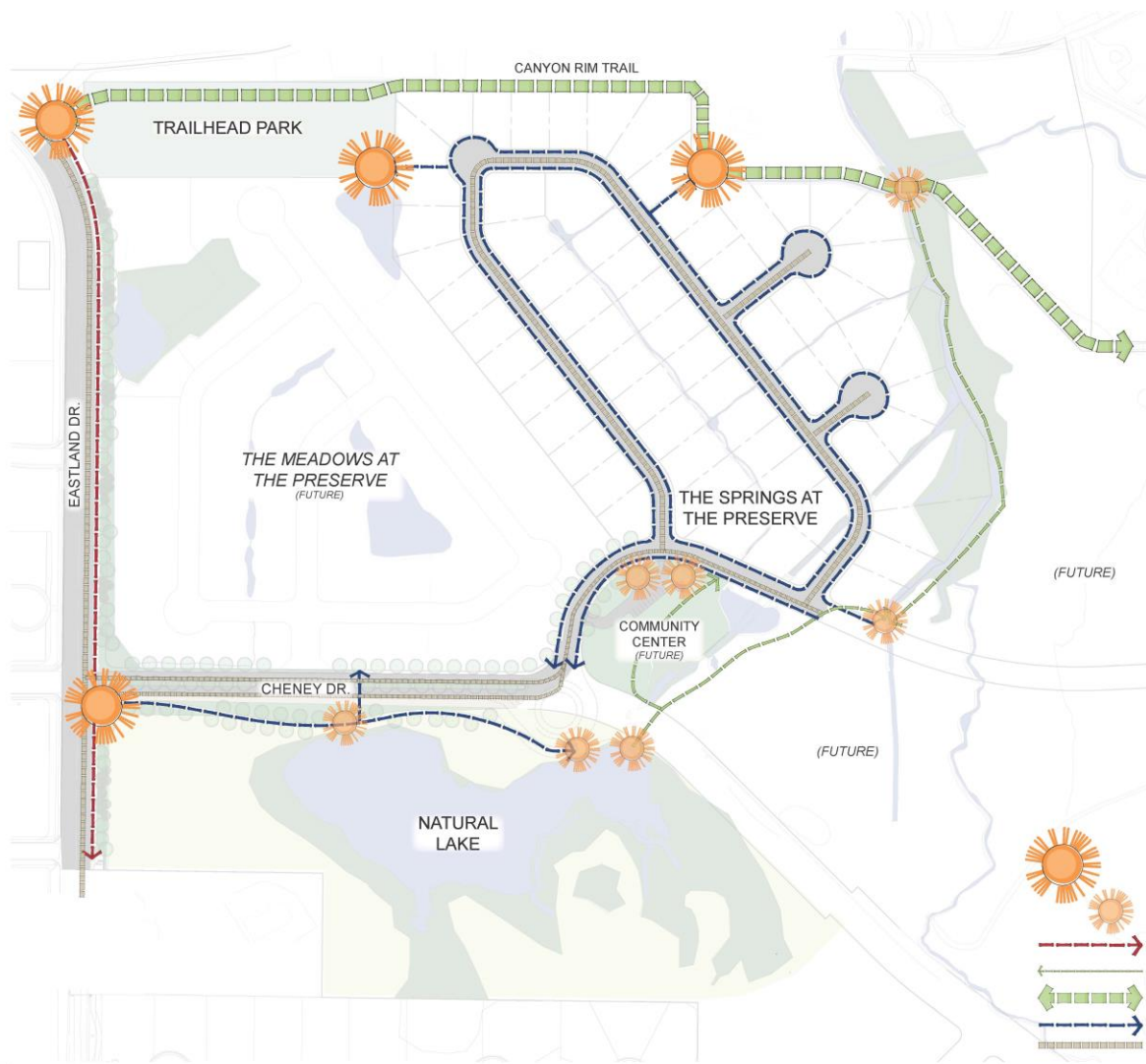


EXISTING FEATURES:



CIRCULATION CONCEPT THE PRESERVE TWIN FALLS, ID

2 2/26/2018 SCALE 1" = 100'-0"



EXISTING FEATURES:



MAJOR NODE

MINOR NODE/ WILDLIFE VIEWING

6'-0" EASTLAND DR. SIDEWALK

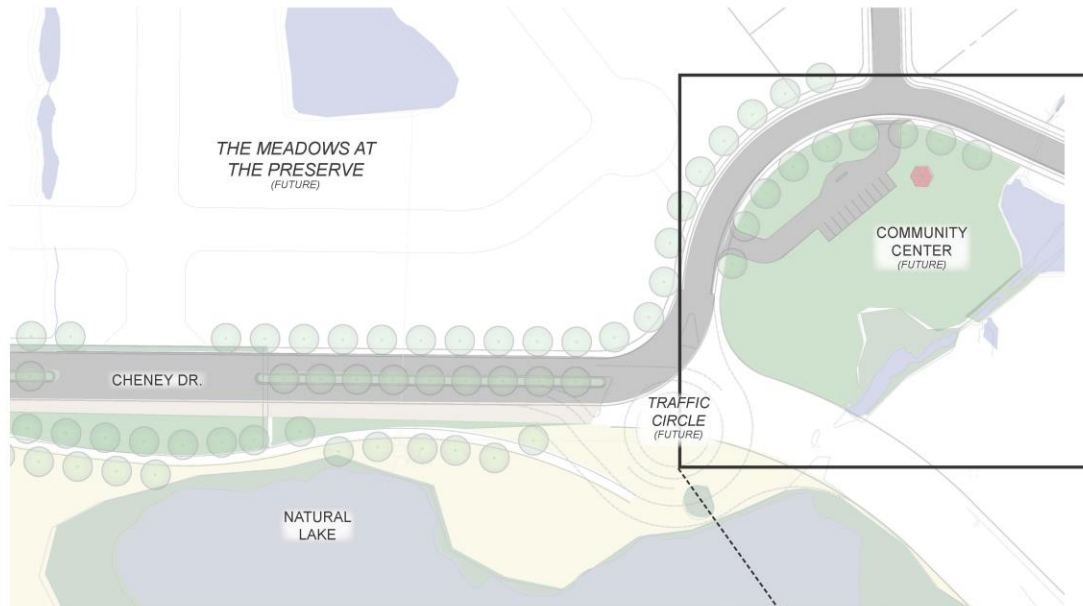
10'-0" CREEK TRAIL

10'-0" CANYON RIM TRAIL

INTERIOR PEDESTRIAN CIRCULATION

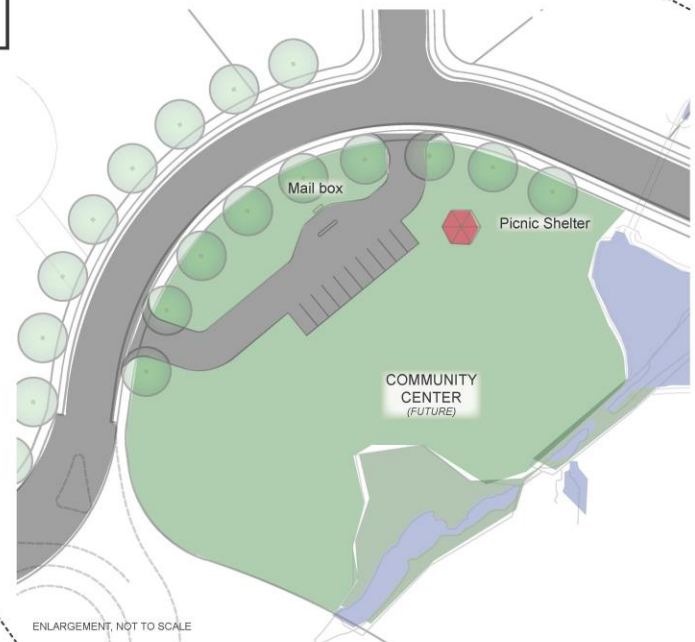
VEHICLE CIRCULATION





LANDSCAPE LEGEND

-  DECIDUOUS TREE
-  EVERGREEN TREE

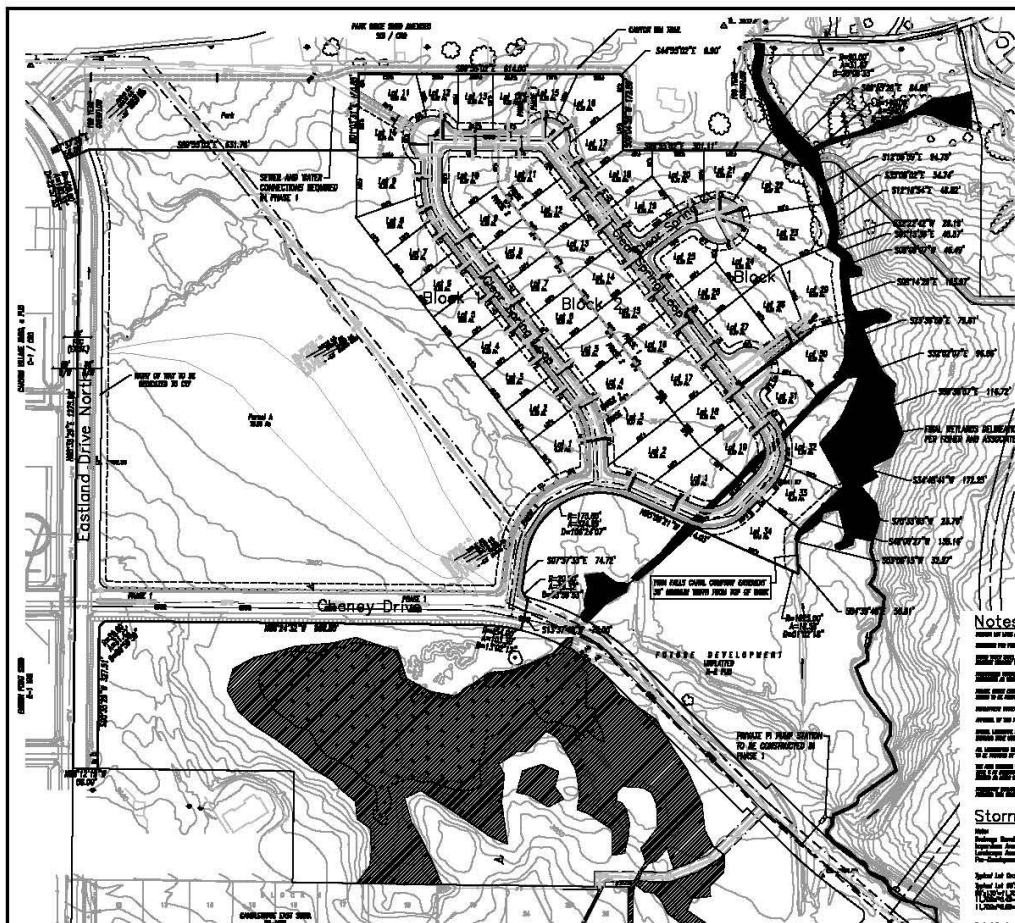


COMMUNITY CENTER (FUTURE)
THE PRESERVE
TWIN FALLS, ID

4 2/26/2018

SCALE 1" = 100'-0"





Located In
Section 2
Township 10 South, Range 17 East,
Boise Meridian
Twin Falls County, Idaho
2018

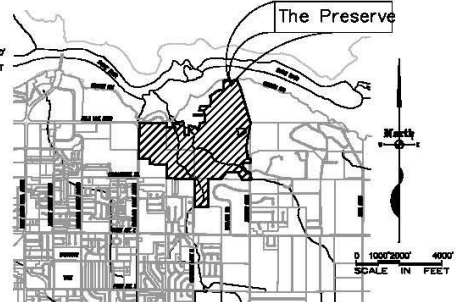


Easement Legend

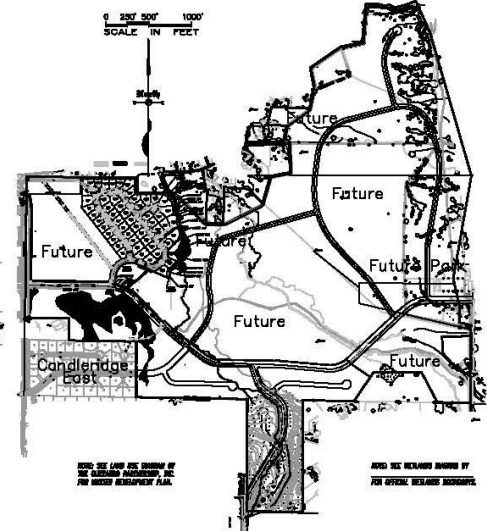
Symbol	Description
1"	1" EASEMENT
2"	2" EASEMENT
3"	3" EASEMENT
4"	4" EASEMENT
5"	5" EASEMENT
6"	6" EASEMENT
7"	7" EASEMENT
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Legend

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Vicinity Map



The Preserve Subdivision
Development Key

Notes:

1. ALL EASEMENTS ARE TO BE SHOWN AS PER THE RECORDS OF THE COUNTY OF TWIN FALLS, IDAHO.

2. THE EASEMENTS ARE TO BE SHOWN AS PER THE RECORDS OF THE COUNTY OF TWIN FALLS, IDAHO.

3. THE EASEMENTS ARE TO BE SHOWN AS PER THE RECORDS OF THE COUNTY OF TWIN FALLS, IDAHO.

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10. THE EASEMENTS ARE TO BE SHOWN AS PER THE RECORDS OF THE COUNTY OF TWIN FALLS, IDAHO.

Storm Drainage:

1. THE STORM DRAINAGE IS TO BE SHOWN AS PER THE RECORDS OF THE COUNTY OF TWIN FALLS, IDAHO.

2. THE STORM DRAINAGE IS TO BE SHOWN AS PER THE RECORDS OF THE COUNTY OF TWIN FALLS, IDAHO.

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Design Data

1. THE DESIGN DATA IS TO BE SHOWN AS PER THE RECORDS OF THE COUNTY OF TWIN FALLS, IDAHO.

2. THE DESIGN DATA IS TO BE SHOWN AS PER THE RECORDS OF THE COUNTY OF TWIN FALLS, IDAHO.

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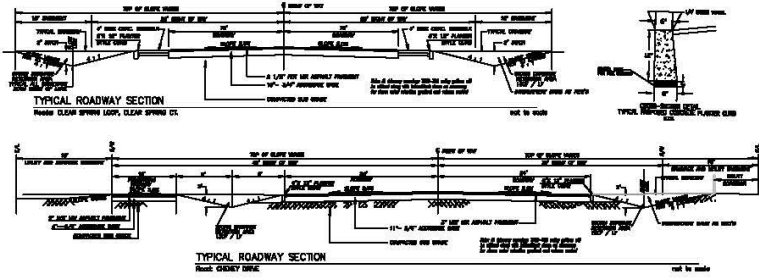
6. THE DESIGN DATA IS TO BE SHOWN AS PER THE RECORDS OF THE COUNTY OF TWIN FALLS, IDAHO.

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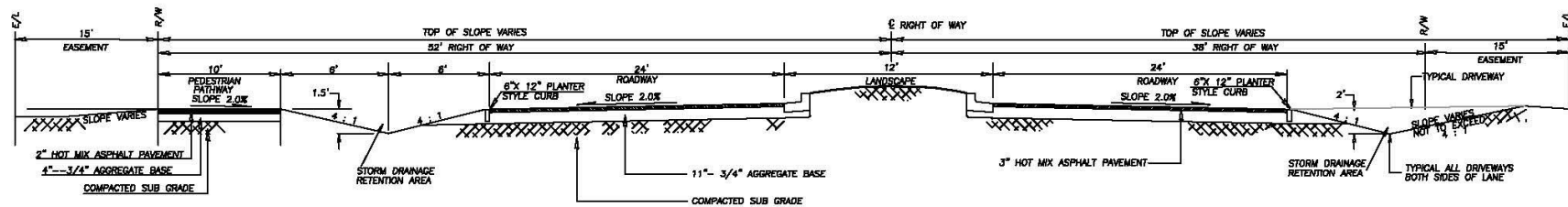


Typical Roadway Section

E.H.M. Engineers Inc.
1000 N. 10th St., Suite 100
Twin Falls, Idaho 83401
208.333.1000
www.ehmengineers.com

Preliminary Plat For:
The Springs
At The Preserve, a Pub
Twin Falls, Idaho

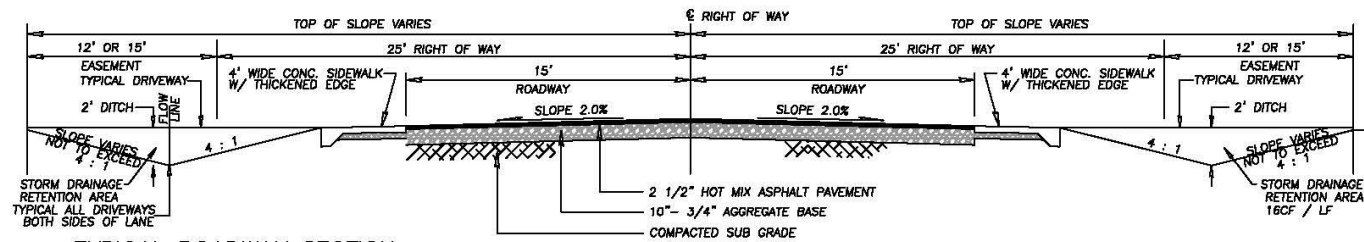
NO.	DATE	DESCRIPTION
1	10/1/2018	PRELIMINARY PLAT
2	10/1/2018	10/1/2018
3	10/1/2018	10/1/2018
4	10/1/2018	10/1/2018
5	10/1/2018	10/1/2018
6	10/1/2018	10/1/2018
7	10/1/2018	10/1/2018
8	10/1/2018	10/1/2018
9	10/1/2018	10/1/2018
10	10/1/2018	10/1/2018



TYPICAL ROADWAY SECTION WITH ISLAND

Road: CHENEY DRIVE

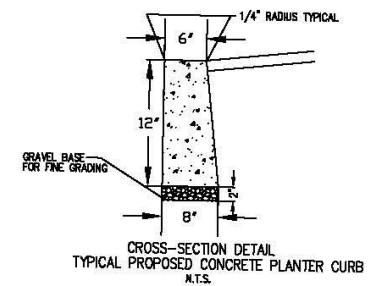
not to scale



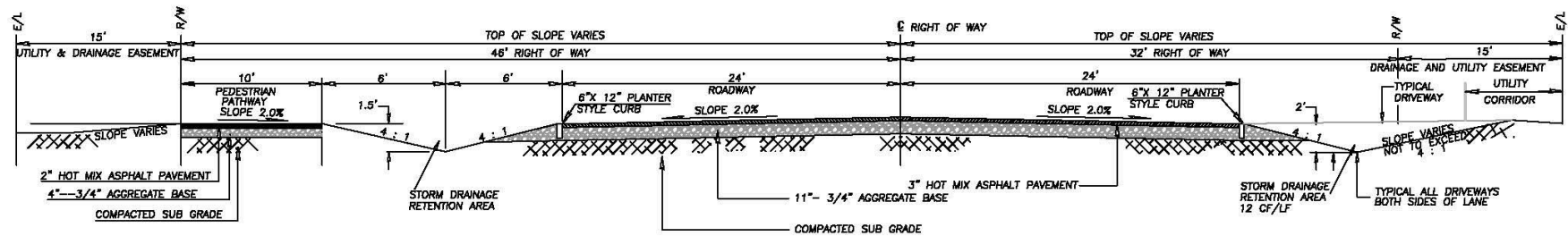
TYPICAL ROADWAY SECTION

Roads: RESIDENTIAL STREETS

not to scale



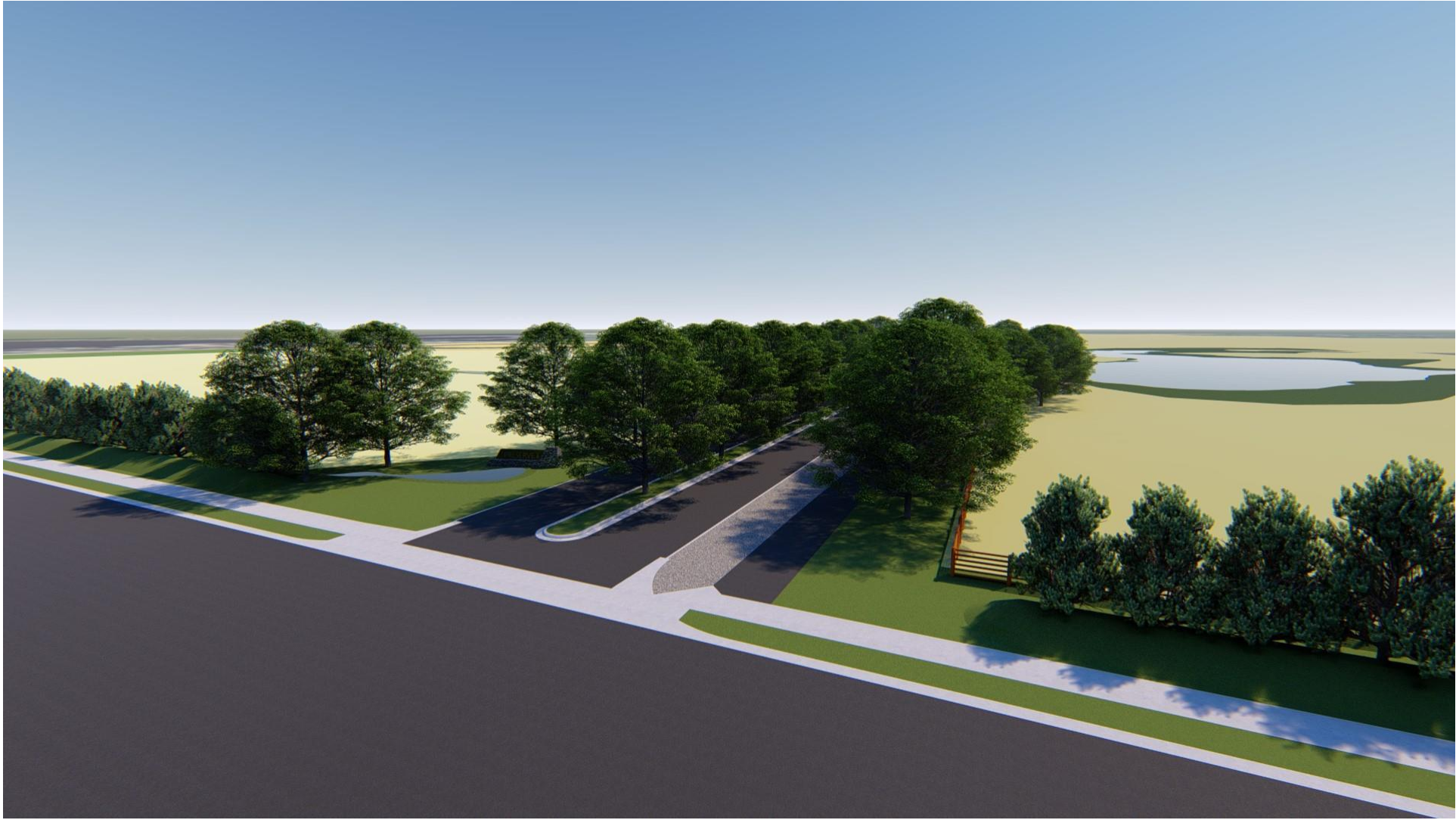
CROSS-SECTION DETAIL
TYPICAL PROPOSED CONCRETE PLANTER CURB
N.T.S.



TYPICAL ROADWAY SECTION

Road: COLLECTOR STREETS

not to scale



1ST AMENDED
THE PRESERVE PUD #261
R2 PLANNED UNIT DEVELOPMENT AGREEMENT

THIS AGREEMENT, made and entered into this ____ day of _____, 20__, by and between the CITY OF TWIN FALLS, a municipal corporation, State of Idaho (hereinafter called “City”), and _____ (hereinafter called “Developer”), whose address is _____.

RECITALS

WHEREAS, the City entered into a C-1 Planned Unit Development Agreement with and _____ (hereinafter called “Developer”), dated January 19, 2012, setting forth the conditions for development and use of property located between Eastland Drive North and Hankins Road North and south of Pole Line Road East, Twin Falls, Idaho; and,

WHEREAS, Developer is the owner of the certain tract of land in the City of Twin Falls, State of Idaho, more particularly described in Exhibit “A”, attached hereto, (the “Property”) which Property is located between Eastland Drive North and Hankins Road North and south of Pole Line Road East; and

WHEREAS, Developer intends to develop and/or sell all or portions of the Property from time to time; and

WHEREAS, Developer has made request of the City to develop ~~a subdivision~~ (the “Project”) on the Property and has submitted to the City **an amended** Master Development Plan (Exhibit “B”) thereof which has been approved for development as a Planned Unit

Development by the Planning and Zoning Commission and City Council of the City,
approved _____ and subject to the
additional conditions; and

WHEREAS, City, by and through its City Council, has agreed to the development
of said Project within the City of Twin Falls, Idaho, subject to certain terms, conditions
and understandings, which terms, conditions and understandings are the subject of this
agreement.

COVENANTS

Now, THEREFORE, in consideration of the mutual promises and covenants
contained herein, Developer and City agree as follows:

1. NATURE OF THE AGREEMENT. This agreement shall become part of
the “Planned Unit Development” zone with respect to the Project upon its full execution
and recording. Developer and its assigns or successors in interest, as well as City and its
assigns or successors (if any), shall be bound by the terms and conditions contained
herein.

2. NATURE OF THE DEVELOPMENT. It is agreed by the parties hereto
that certain language and requirements pertaining to the “Project” zone shall be
interpreted as follows:

A. USES.

1. The use in the area designated community center and
recreational facilities on Exhibit “B” shall be limited to
facilities benefiting The Preserve Planned Unit
Development property owners. The uses will include a

neighborhood recreational facility including such uses as a meeting room, reception room, swimming pool, tennis courts, putting green, and other such uses designated by the Preserve Homeowners Association provided such uses are for the benefit of Preserve Subdivision property owners, family members and invited guests.

2. The area zoned R-2 but designated for SUI development shall be developed in accordance with City Code Section 10-4-2: SUI, Subdivision – Urban Interface District Development will utilize private and subsurface disposal systems. Total number of residential units shall not exceed three (3).
3. The uses of areas designated as estate lots on Exhibit “B” shall conform to requirements of City Code 10-4-3 R 1-VAR, Residential Single Household District.
4. The uses in the area designated as residential low density on Exhibit “B” shall conform to the requirements of City Code 10-4-4 R2, Residential Single Household. Also allowed in this area is a Planned Zero Lot Line Subdivision as per 10-12-5-6.

5. The uses in the area designated as residential medium density on Exhibit “B” shall conform to the requirements of City Code 10-4-5 R-4 Residential Medium Density District. Also allowed is a Planned Zero Lot Line Subdivision per 10-12-5-6.
6. Development within the CRO Zone shall conform to the requirements of City Code 10-4-19 Canyon Rim Overlay District and underlying zoning district.

B. PHASING OF DEVELOPMENT. Developer shall be permitted to develop the property in phases, so long as those phases are in compliance with the Master Plan (Exhibit “B”), this PUD Agreement, and an approved preliminary plat. Approval for each phase may be obtained by submission of a technically correct final plat for each phase to the City Council. The designation and location of specific uses on the Master Plan are conceptual and changes therefrom shall not provide basis for disapproval of any final plat. There shall be no minimum and a maximum of 3 years limit between phases. If development of subsequent phases is not initiated within the 3-year limit the City shall review the P.U.D. for conformance to the Comprehensive Plan and Development Standards.

3. STREET, SEWER, WATER, PRESSURE IRRIGATION, AND DRAINAGE IMPROVEMENTS.

Developer shall be responsible for the design and construction of street, sewer, water, pressurized irrigation, parks and drainage systems on the Property and adjacent right-of-way (hereinafter “Improvements”) as described herein in accordance with City Standards.

A. IMPROVEMENT PLANS. Developer shall, as to each phase of its development, file or cause to be filed with the City a complete set of plans for that development phase, showing all improvements contemplated within that phase of the development (hereinafter “Improvement Plans”). The Improvement Plans and all Improvement shall thereon meet the approval of the City, which approval shall be given if such plans conform with established City requirements, the Master Plan (Exhibit “B”) and this PUD Agreement.

B. IMPROVEMENT DESIGN AND CONSTRUCTION. Developer, at its expense, shall cause all Improvements shown on the Improvement Plan to be designed, constructed and installed consistent with the approved Improvement Plans except as otherwise provided herein. Roadways within the project will be developed to approved alternate sections as depicted on attached Exhibit _____.

C. PHASED CONSTRUCTION. Developer may install the Improvements at one time, or in phases, as the Developer shall determine in its sole discretion. Developer shall provide the City

with written notification of the timing and scope of the phase, or phases, of said Improvements it intends to complete at that time. Developer agrees to make modifications to construct any temporary facilities necessitated by such phased construction work as shall be reasonably required and approved by the City. City will commit water, sewer and pressure irrigation services only on a phase-by-phase basis.

- D. CONSTRUCTION SUPERVISION. Developer shall use a registered professional engineer to supervise the construction, inspection and testing of the work as necessary, to ensure that all such improvements are constructed in accordance with the approved Improvement Plans.
- E. NON-COMPLIANCE. In the event any of the Improvements are not consistent with the Improvement Plans, the City shall give written notice to developer of said non-compliance. Developer shall cure said non-compliance within thirty days of its receipt of notice, or in the case of non-compliance that will take in excess of thirty days to cure, Developer shall commence to cure within thirty days of receipt of notice and diligently pursue the same to completion. In the event Developer fails to cure said non-compliance in the manner set forth hereinabove, the City shall have the right to withhold the issuance of any future building permits and certificates of occupancy within only that phase of such “PUD”

until such time as all requirements specified in this Section 3 have been complied with; PROVIDED, HOWEVER, Developer shall have the right to appear before the City Council at any regular meeting after any building permits and certificates of occupancy shall have been withheld for reasons set forth in this paragraph and shall have the right to be heard as to why such building permits and certificates of occupancy should be issued. The City Council shall then, in good faith and in an objective manner, decide whether said building permits and certificates of occupancy should be issued, and its decision shall be final, except that the right of the parties are preserved at law and equity.

F. FEES. Developer shall pay, or cause to be paid, to the City all applicable fees, if any, with regard to the installation of Improvements pursuant of the Improvement Plans. However, City water and sewer connection and service charges shall be paid for by individual developers and users at the rates set by applicable City ordinances and resolutions.

G. MAINTENANCE OF IMPROVEMENTS. City hereby agrees to accept maintenance responsibility for the public improvements upon their completion to City Standards in accordance with current City policy.

4. PLATS. Developer agrees to file with City preliminary plat, or plats in phases, prepared by a registered professional engineer, of the real property

which is the subject of this agreement. Preliminary and final plats for phases to be developed shall be submitted specifically identifying and dedicating all necessary public easements and those rights-of-ways the City agrees to accept herein and in the Standard Developer's Agreement. It is agreed that said plats and any amendments thereto must first be approved by the City.

5. INDIVIDUAL PARCEL DEVELOPMENT CRITERIA. The Property or any portion thereof shall be developed in accordance with criteria set forth in this Section 5.

A. APPROVAL AND CONSTRUCTION. All improvements shall be constructed in accordance with engineered drawings and specifications, describing in reasonable detail the work to be performed, with drawings and specifications to first be approved by City, which approval shall not be unreasonably withheld. All building plans shall be approved by the Project Architectural Control Committee.

B. LANDSCAPING AND PLANTING. Landscaping buffer along bordering and interior streets shall be required to be installed on each parcel of the Property and in the public right-of-way adjacent thereto at the time site and building improvements are completed thereon. Such landscaped buffer shall be installed from the back of the curb in the public right-of-way and shall be extended to the dimensions set forth below. **Where curb and gutter does not exist**

the dimensions shall be from the edge of the paved travel way.

A 35-foot wide landscape buffer including meandering sidewalk, measured from the back of the curb or edge of paved travel way, will be constructed along Eastland Drive and Hankins Road. In residential areas the landscaping shall be accomplished as part of individual lot development.

Each property will be required to meet the minimum requirements of City Code onsite to include adjacent landscape buffers in addition to the Master Development Plan. All landscaping shall be installed in conformance with the project Master Development Plan. All landscaping maintenance will be in a uniform manner.

- C. PROJECT IRRIGATION. All residential lots and common areas will be irrigated utilizing a private pressurized irrigation system owned and operated by the Preserve Homeowners Association .

The pressurized irrigation system will be designed and constructed on a phase basis.

The Developer acknowledges that he has irrigation water shares and water rights, which is pertinent to the property described in Exhibit “A”. The Developer will transfer water to the Preserve Home Owners Association on a Phase basis.

- D. LANDSCAPING PLAN. For each buffer area, adjacent to Eastland Drive North, at the time of development, each parcel shall be

landscaped to include the following: Fifty percent (50%) of the lineal footage of landscaping shall have berms with a ridge elevation of at least eighteen (18”) in height with at least fifty percent (50%) of the berming having a minimum ridge elevation of thirty inches (30”) in height. The landscape buffer shall be planted with a minimum of one tree per five-hundred (500) square feet of landscaped area and a minimum of one shrub per one-hundred (100) square feet of landscaped area. At least fifty percent (50%) of the shrubs and trees shall be evergreen. At least fifty percent (50%) of all trees and shrubs shall be from the groups last approved by the Tree Commission through its Tree Selection Guide. Trees and shrubs may be grouped, but there shall be no space greater than seventy-five feet (75’) between tree and shrub groupings. All trees shall have a height of at least four feet (4’) when planted.

Landscaping adjacent to Hankins Road North shall be as specified for Eastland Drive North except that there shall be no requirement for berming.

Nothing herein shall preclude the Developer from submitting for approval an alternative project landscaping plan.

All landscaping of common areas shall be maintained by the Preserve Home Owners Association.

- E. STANDARDS. Buildings and improvements shall comply with the following standards. All building, site and landscaping plans shall

be approved by the project architectural review committee.

1. ARCHITECTURAL STANDARDS. The community center/recreation facility building should be constructed of architectural masonry, stone, stucco, wood or architectural steel. Building faces shall include windows, setbacks, awnings, parapet variations, material variations, color variations and other architectural treatments to break up large uniform surfaces. All buildings shall be designed to complement adjacent residential buildings. Basic building colors shall be neutral earth tones and approved by the architectural control committee.

The community center/recreation facility building size shall not exceed 8,000 S.F. without majority approval of all members of the Preserve Planned Unit Homeowner's Association.

All plans for residential construction shall be approved by the Preserve Planned Unit Development Homeowner's Association **Architectural Control Committee**. At a minimum the committee shall establish for each **phase** a minimum building size, exterior materials, exterior colors, roof pitches, building site plan, landscaping and other lot improvements.

2. OUTSIDE STORAGE. The community center trash containers and such facilities shall be visibly screened from roadways, residential areas and adjacent properties.

Screening may consist of landscaping, masonry walls or fencing. Screening shall be approved by the Developer or its assigns. No outside storage yards will be allowed within any subdivision phase.
3. UTILITIES. All on-site utility service lines located within any parcel shall be placed underground. Any transformer or terminal equipment provided within or immediately adjacent to the parcel shall be visibly screened where possible from the view from streets, with screening material such as landscaping or other approved material. This does not apply to curbside utilities in residential areas.
4. HEIGHT LIMITATIONS. Except for the CRO Zone Area no structure shall be higher than 35 feet.
5. SIGN PLAN.
 - A. PROJECT IDENTIFICATION SIGNS. Signs will be monument type signs with a maximum height of 10 feet measured above the adjacent curb and shall conform to City Code.

6. RESIDENTIAL USES. Residential uses shall conform to the appropriate code section for each area as outlined in Section 2A.

7. ILLUMINATION. Exterior lighting shall be shielded and cut-off type to preclude the light source being visible from the adjacent properties.

8. PUBLIC PEDESTRIAN/BICYCLE/PARKS FACILITES.

Development plans for each project phase and each building shall include facilities that will accommodate pedestrian and bicycle access to the project interior streets and the adjacent arterial streets and existing Canyon Rim Trail. Where reasonably feasible the pathways shall be separated from the interior streets by landscaping or other features to encourage use of public pedestrian/bicycle facilities. The pedestrian and bicycle facilities shall be designed to provide connections between Hankins Road North, Eastland Drive North, and the Canyon Rim Trail system. The pathways may be developed in phases providing that each phase provides access from the developed phase to previously completed phase. Developer shall be responsible for installation of all permanent pedestrian/bike trails and common areas located adjacent to the aforementioned trails, as depicted on attached Exhibit "B".

Maintenance of public pedestrian/bike trails shall be the

responsibility of the City at City's cost. Maintenance of the common areas, located adjacent to all public pedestrian/bike trails shall be the responsibility of the City.

A. PARK DEVELOPMENT.

The Developer has deeded to the City a 3 acre park at the Southeast corner of the intersection of Eastland Drive North and Pole Line Road East and a second 3 acre park in the eastern portion of the property will be dedicated when Development occurs within on half mile of Hankins Road. The balance of the park requirement has been met through construction of a pedestrian/bicycle trail connecting Eastland Drive North with the jump site adjacent to the Northeast corner of the developer's property.

9. TIME LIMITATIONS. The "PUD" Zoning designation on the Property described in Exhibit "A" is expressly conditioned upon submission to the City Council of a final development plan of the first phase of development within one (1) year from the date hereof. The Developer may apply for one or more one (1) year extensions, provided application is made in advance of the expiration date. Approval shall not unreasonably be withheld.

10. CONSTRUCTION ACCESS. Access to the site for construction activities from Pole Line Road will not be allowed during any phase of the project **except for the three lots designated as estate lots on the Master Development Plan, as per COVENANT 2-A-2 in this agreement.**
11. STANDARD DEVELOPER'S AGREEMENT. It is understood and agreed by the parties hereto that Developer shall execute the City's Standard Developer's Agreement.
12. GENERAL PROVISIONS.
- A. COOPERATION. The parties hereto agree to cooperate each with the other. Developer shall submit to the City all plans, specifications, and working drawings required by the City.
- B. ENTIRE AGREEMENT. This agreement constitutes the entire agreement between the parties concerning the Property and improvements described herein, and no amendment or modification to this agreement shall be valid or effective unless reduce to writing and signed by the parties.
- C. APPLICABLE LAW. This agreement shall be construed in accordance with the laws of the State of Idaho.

D. NOTICES. If notices from one party to the other are desired or required hereunder such notices shall be delivered or mailed to the party to receive such at its address last known to the sender of such notice. Notices shall be deemed received on the date of hand delivery or upon seventy-two (72) hours following deposit in the United States mail, if property addressed, stamped and sent with “return receipt requested”. ON the date of this agreement, the addresses of the parties are as follows.

DEVELOPER: Gary’s Westland, L.L.C.
1042 Wildwood Way
Twin Falls, ID 83301

CITY: City of Twin Falls
321 Second Avenue East
P.O. Box 1907
Twin Falls, Idaho 83303-1907

E. SUCCESSORS AND ASSIGNS. This agreement shall be binding upon the successors, assigns and legal representatives of the parties hereto. Transfer of all or a portion of the Property shall create a notation releasing the transferor from obligations under this agreement with respect to said transferred property.

F. SEVERABILITY. In the event any portion of this agreement is declared by a Court of

competent jurisdiction to be invalid, illegal, or unenforceable, such portion shall be deemed severed from this agreement, and the remaining portions shall not be affected thereof.

G. SIGNATORIES. Each of the persons executing this agreement hereby warrants that he or she is duly authorized and empowered to so act on behalf of the entity for which he or she is signing, and that this agreement is binding on, and enforceable against, such entity.

H. EFFECTIVE DATE. This agreement shall become valid and binding upon its approval by the City, through its City Council, and upon its execution by the Mayor and the Developer.

I. ATTORNEY FEES. In the event that either party should be required to retain an attorney to institute litigation because of the default or breach of the other, or to pursue any remedy provided by law, the party, which prevails in such litigation, shall be entitled to a reasonable attorney's fee.

J. CONSTRUCTION. Should any provision of this Agreement require judicial interpretation, the Court interpreting or construing the same shall not apply a

presumption that the terms hereof shall be more strictly construed against one party, by reason of the rule of construction that a contract is to be construed more strictly against the person who himself, or through his agents, prepared the same, it being acknowledged that both parties have participated in the preparation hereof.

K. ATTACHMENT. All attachments to this Agreement and recitals are incorporated herein and made a part thereof as if set forth in full.

L. CAPTIONS. The captions, sections and paragraph numbers appearing in this agreement are inserted only as a matter of convenience and shall in no way affect interpretation of this agreement.

IN WITNESS WHEREOF, the City has affixed its seal and caused these presents to be executed by its Mayor on the date above written.

CITY OF TWIN FALLS

ATTEST: _____ BY: _____
Mayor

Gary's Westland, L.L.C.

ATTEST: _____ BY: _____

DRAFT

ACKNOWLEDGEMENTS

STATE OF IDAHO)
)ss.
COUNTY OF TWIN FALLS)

On this _____ day of _____, 2018, before me, the undersigned, a Notary Public in and for said State and County, personally appeared _____, known to me to be the _____ of Twin Falls, the municipal corporation that executed the within and foregoing instrument, and acknowledged to me that such municipal corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, the day and year in this certificate first above written.

NOTARY PUBLIC FOR IDAHO

Residence of _____

My Commission Expires _____

ACKNOWLEDGEMENTS

STATE OF IDAHO)
)ss.
COUNTY OF TWIN FALLS)

On this _____ day of _____, 2018, before me, the undersigned, a Notary Public in and for said State and County, personally appeared _____, known to me to be the _____ of Gary's Westland, L.L.C. that executed the within and foregoing instrument, and acknowledged to me that he executed the same in said limited liability company.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, the day and year in this certificate first above written.

NOTARY PUBLIC FOR IDAHO

Residence of _____

My Commission Expires _____

TWIN FALLS COUNTY

Recorded for:

TWIN FALLS, CITY OF
3:39:23 PM 01-19-2012

2012-001070

No. Pages: 32 Fee: \$
KRISTINA GLASCOCK
County Clerk
Deputy: **BHUNTER**

R2 PLANNED UNIT DEVELOPMENT AGREEMENT

THE PRESERVE PUD

PUD-261

THIS AGREEMENT, made and entered into this 13TH day of JAN, 2012 by and

between the CITY OF TWIN FALLS, a municipal corporation, State of Idaho (hereinafter called "City"), and GARY'S WESTLAND, L.L.C., GARY STORRER and CONNIE STORRER, husband and wife, and GEMCON FINANCIAL CORPORATION (hereinafter called "Developer"), whose address is 1042 Wildwood Way, Twin Falls, ID 83301.

RECITALS

WHEREAS, Developer is the owner of the certain tract of land in the City of Twin Falls, State of Idaho, more particularly described in Exhibit "A", attached hereto as Ordinance # 2843 & Ordinance #2858, (the "Property") which Property is adjacent to Eastland Avenue and Hankins Road.

WHEREAS, Developer intends to develop and/or sell all or portions of the Property from time to time; and

WHEREAS, Developer has made request of the City to develop a subdivision (the "Project") on the Property and has submitted to the City a Master Development Plan (Exhibit "B") thereof which was recommended for approval for development, as presented, as a Planned Unit Development by the Planning and Zoning Commission and approved for development, as presented, as a Planned Unit Development on October 24, 2005 and April 24, 2006 by the City Council of the City; and

WHEREAS, City, by and through its City Council, has agreed to the development of said Project within the City of Twin Falls, Idaho, subject to certain terms, conditions and understandings, which terms, conditions and understandings are the subject of this agreement.

COPY

COVENANTS

Now, THEREFORE, in consideration of the mutual promises and covenants contained herein, Developer and City agree as follows:

1. NATURE OF THE AGREEMENT. This agreement shall become part of the "Planned Unit Development" zone with respect to the Project upon its full execution and recording. Developer and its assigns or successors in interest, as well as City and its assigns or successors (if any), shall be bound by the terms and conditions contained herein.

2. NATURE OF THE DEVELOPMENT. It is agreed by the parties hereto that certain language and requirements pertaining to the "Project" zone shall be interpreted as follows:

A. USES.

1. The use in the area designated community center and recreational facilities on Exhibit "B" shall be limited to facilities benefiting the Preserve Planned Unit Development property owners. The uses will include a neighborhood recreational facility including such uses as a meeting room, reception room, swimming pool, tennis courts, putting green, and other such uses designated by the Preserve Homeowners Association provided such uses are for the benefit of Preserve Subdivision property owners, family members and invited guests.

2. The uses of areas designated as estate lots on Exhibit "B" shall conform to requirements of City Code 10-4-3; R 1-VAR, Residential Single Household District.
3. The uses in the area designated as residential low density on Exhibit "B" shall conform to the requirements of City Code 10-4-4; R2, Residential Single Household. Also allowed in this area is a Planned Zero Lot Line Subdivision as per City Code 10-12-5-6.
4. The uses in the area designated as residential medium density on Exhibit "B" shall conform to the requirements of City Code 10-4-5; R-4 Residential Medium Density District. Also allowed is a Planned Zero Lot Line Subdivision per City Code 10-12-5-6.
5. Development within the CRO Zone shall conform to the requirements of City Code 10-4-19; Canyon Rim Overlay District and underlying zoning district.

B. PHASING OF DEVELOPMENT. Developer shall be permitted to develop the property in phases, so long as those phases are in compliance with the Master Development Plan (Exhibit "B"), this PUD Agreement, and an approved preliminary plat. Approval for each phase may be obtained by submission of a technically correct final plat for each phase to the City Council. The designation and location of specific uses on the Master Development Plan are conceptual and any changes, as approved by City Staff, therefrom

shall not provide basis for disapproval of any final plat. There shall be no minimum and a maximum of 3 years limit between phases. If development of subsequent phases is not initiated within the 3-year limit the City shall review the P.U.D. for conformance to the Comprehensive Plan and Development Standards.

Notwithstanding the three (3) year maximum time limit stated herein, if the Project remains in conformity with the Comprehensive Plan and Developments Standards, this agreement shall remain in full force and effect. If not in conformity, Developer may apply for amendment of the agreement.

3. STREET, SEWER, WATER, PRESSURE IRRIGATION, AND DRAINAGE IMPROVEMENTS.

Developer shall be responsible for the design and construction of street, sewer, water, pressurized irrigation, parks and drainage systems on the Property and adjacent right-of-way (hereinafter "Improvements") as described herein in accordance with City Standards.

- A. IMPROVEMENT PLANS. Developer shall, as to each phase of its development, file or cause to be filed with the City a complete set of plans for that development phase, showing all improvements contemplated within that phase of the development (hereinafter "Improvement Plans"). The Improvement Plans and all Improvement shall thereon meet the approval of the City, which approval shall be given if such plans conform with established City

requirements, the Master Development Plan (Exhibit "B") and this PUD Agreement.

- B. IMPROVEMENT DESIGN AND CONSTRUCTION. Developer, at its expense, shall cause all Improvements shown on the Improvement Plan to be designed, constructed and installed consistent with the approved Improvement Plans except as otherwise provided herein. Notwithstanding the foregoing, nothing in this agreement shall prohibit City, State, or Federal participation in the cost or financing of Improvements on the Property if mutually agreed to by the parties hereto.
- C. PHASED CONSTRUCTION. Developer may install the Improvements at one time, or in phases, as the Developer shall determine in its sole discretion. Developer shall provide the City with written notification of the timing and scope of the phase, or phases, of said Improvements it intends to complete at that time. Developer agrees to make modifications to construct any temporary facilities necessitated by such phased construction work as shall be reasonably required and approved by the City. City will commit water, sewer and pressure irrigation services only on a phase-by-phase basis.
- D. CONSTRUCTION SUPERVISION. Developer shall use a registered professional engineer to supervise the construction, inspection and testing of the work as necessary, to ensure that all

such improvements are constructed in accordance with the approved Improvement Plans.

- E. NON-COMPLIANCE. In the event any of the Improvements are not consistent with the Improvement Plans, the City shall give written notice to developer of said non-compliance. Developer shall cure said non-compliance within thirty days of its receipt of notice, or in the case of non-compliance that will take in excess of thirty days to cure, Developer shall commence to cure within thirty days of receipt of notice and diligently pursue the same to completion. In the event Developer fails to cure said non-compliance in the manner set forth hereinabove, the City shall have the right to withhold the issuance of any future building permits and certificates of occupancy within only that phase of such "PUD" until such time as all requirements specified in this Section 3 have been complied with; PROVIDED, HOWEVER, Developer shall have the right to appear before the City Council at any regular meeting after any building permits and certificates of occupancy shall have been withheld for reasons set forth in this paragraph and shall have the right to be heard as to why such building permits and certificates of occupancy should be issued. The City Council shall then, in good faith and in an objective manner, decide whether said building permits and certificates of occupancy should be issued, and its decision shall be final, except that the right of the parties are preserved at law and equity.

F. FEES. Developer shall pay, or cause to be paid, to the City all applicable fees, if any, with regard to the installation of Improvements pursuant of the Improvement Plans. However, City water and sewer connection and service charges shall be paid for by individual developers and users at the rates set by applicable City ordinances and resolutions.

G. MAINTENANCE OF IMPROVEMENTS. City hereby agrees to accept maintenance responsibility for the public improvements upon their completion to City Standards in accordance with current City policy.

4. PLATS. Developer agrees to file with City preliminary plat, or plats in phases, prepared by a registered professional engineer, of the real property which is the subject of this agreement. Preliminary and final plats for phases to be developed shall be submitted specifically identifying and dedicating all necessary public easements and those rights-of-ways the City agrees to accept herein and in the Standard Developer's Agreement. It is agreed that said plats and any amendments thereto must first be approved by the City.

5. INDIVIDUAL PARCEL DEVELOPMENT CRITERIA. The Property or any portion thereof shall be developed in accordance with criteria set forth in this Section 5:

A. APPROVAL AND CONSTRUCTION. All improvements shall be constructed in accordance with engineered drawings and

specifications, describing in reasonable detail the work to be performed, with drawings and specifications to first be approved by City, which approval shall not be unreasonably withheld. All building plans shall be approved by the Project Architectural Control Committee.

- B. LANDSCAPING AND PLANTING. Landscaping buffer along bordering and interior streets shall be required to be installed on each parcel of the Property and in the public right-of-way adjacent thereto at the time site and building improvements are completed thereon. Such landscaped buffer shall be installed from the back of the curb in the public right-of-way and shall be extended to the dimensions set forth below.

A 35-foot wide landscape buffer including meandering sidewalk, measured from the back of the curb, will be constructed along Eastland Drive and Hankins Road. In residential areas the landscaping shall be accomplished as part of individual lot development.

Each property will be required to meet the minimum requirements of City Code onsite to include adjacent landscape buffers in addition to the Master Development Plan. All landscaping shall be installed in conformance with the project Master Development Plan. All landscaping maintenance will be in a uniform manner. The property landscaping will utilize a city pressure irrigation system constructed in compliance with applicable standards.

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- C. PROJECT IRRIGATION. All residential lots will be irrigated utilizing a pressurized irrigation system designed and constructed to City of Twin Falls Standards. The pressurized irrigation system will be designed and constructed on a phase basis.

The Developer acknowledges that he has irrigation water shares and water rights as summarized in attached Exhibit "C", which are appurtenant to the property described in Exhibit "A" and the City has determined that the water shares and water rights specified in Exhibit "C" satisfies the developers obligation to provide irrigation water for the residential development of all property described in Exhibit "A". Furthermore The City agrees that if additional water is required for irrigation of land described in Exhibit "A" the City will be responsible for providing the additional irrigation water. Prior to recordation of a final plat for each phase the Developer shall transfer to the City of Twin Falls water shares and water rights as described in Exhibit "C" on a pro rata basis.

- D. LANDSCAPING PLAN. For each buffer area, adjacent to Eastland Drive and Hankins Road, at the time of development, each parcel shall be landscaped to include the following: Fifty percent (50%) of the lineal footage of landscaping shall have berms with a ridge elevation of at least eighteen (18") in height with at least fifty percent (50%) of the berming having a minimum ridge elevation of thirty inches (30") in height. The landscape buffer shall be planted with a minimum of one tree per five-hundred (500) square feet of

landscaped area and a minimum of one shrub per one-hundred (100) square feet of landscaped area. At least fifty percent (50%) of the shrubs and trees shall be evergreen. At least fifty percent (50%) of all trees and shrubs shall be from the groups last approved by the Tree Commission through its Tree Selection Guide. Trees and shrubs may be grouped, but there shall be no space greater than seventy-five feet (75') between tree and shrub groupings. All trees shall have a height of at least four feet (4') when planted.

E. STANDARDS. Buildings and improvements shall comply with the following standards. All building, site and landscaping plans shall be approved by the project architectural review committee.

1. ARCHITECTURAL STANDARDS. The community center/recreation facility building should be constructed of architectural masonry, stone, stucco, wood or architectural steel. Building faces shall include windows, setbacks, awnings, parapet variations, material variations, color variations and other architectural treatments to break up large uniform surfaces. All buildings shall be designed to complement adjacent residential buildings. Basic building colors shall be neutral earth tones and approved by the architectural control committee.

The community center/recreation facility building size shall not exceed 8,000 S.F. without majority approval of all

members of the Preserve Planned Unit Homeowner's Association and a special use permit.

All plans for residential construction shall be approved by the Preserve Planned Unit Development Homeowner's Association. At a minimum the committee shall establish for each use a minimum building size, exterior materials, exterior colors, roof pitches, building site plan, landscaping and other lot improvements.

2. OUTSIDE STORAGE. The community center trash container(s) and such facilities shall be visibly screened from roadways, residential areas and adjacent properties. Screening may consist of landscaping, masonry walls or fencing. Screening shall be approved by the Developer or its assigns. No outside storage yards will be allowed.
3. UTILITIES. All on-site utility service lines located within any parcel shall be placed underground. Any transformer or terminal equipment provided within or immediately adjacent to the parcel shall be visibly screened where possible from the view from streets, with screening material such as landscaping or other approved material. This does not apply to curbside utilities in residential areas.
4. HEIGHT LIMITATIONS. Except for the CRO Zone Area no structure shall be higher than 35 feet. Within the CRO Zone the building height may be less.

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5. SIGN PLAN.

A. PROJECT IDENTIFICATION SIGNS. Signs will be monument type signs with a maximum height of 10 feet measured above the adjacent curb and shall conform to City Code.

6. RESIDENTIAL USES. Residential uses shall conform to the appropriate code section for each area as outlined in Section 2A.

7. ILLUMINATION. Exterior lighting shall be shielded and cut-off type to preclude the light source being visible from the adjacent properties.

8. PUBLIC PEDESTRIAN/BICYCLE/PARKS FACILITIES.

Development plans for each project phase and each building shall include facilities that will accommodate pedestrian and bicycle access to the project interior streets and the adjacent arterial streets. Where reasonably feasible the pathways shall be separated from the interior streets by landscaping or other features to encourage use of public pedestrian/bicycle facilities. The pedestrian and bicycle facilities shall be designed to provide connections between Hankins Road, Carriage Lane, Eastland Drive, and the Canyon Rim Trail system. The pathways may be developed in phases providing that each phase provides access from the developed phase to previously completed phase. Developer shall be responsible for

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installation of all permanent public pedestrian/bike trails and common areas located adjacent to the aforementioned trails, as depicted on attached "Exhibit "B"". Maintenance of public pedestrian/bike trails shall be the responsibility of the City at City's cost. Maintenance of the common areas, located adjacent to all public pedestrian/bike trails shall be the responsibility of the City and all associated costs of said maintenance shall be the responsibility of lot owners within the project.

A. TEMPORARY PUBLIC PEDESTRIAN/BIKE TRAIL.

The parties hereto agree to cooperate with each other in the installation of a temporary public pedestrian/bike trail. Said temporary trail shall be constructed along the north project boundary, in a location satisfactory to City and Developer, and will connect the public trails constructed in each development phase with the Canyon Rim Trail (extended) in the northeast corner of the property. Construction cost and maintenance of the temporary public trail shall be the responsibility of the City.

B. PARK DEVELOPMENT.

On June 5, 2006 the City Council approved a request by the developer for a Parks In-Lieu Plan for the Project. Park development shall include a 3 acre neighborhood park at the Southeast corner of the intersection of

Eastland Drive North and Pole Line Road East and a second 3 acre neighborhood park in the eastern portion of the property. The balance of the park requirement, 6 +/- acres, will be met through dedication of right-of-way or easements for a pedestrian/bicycle trail connecting Eastland Drive North with the jump site adjacent to the Northeast corner of the developer's property.

9. TIME LIMITATIONS. The "PUD" Zoning designation on the Property described in Exhibit "A" is expressly conditioned upon submission to the City Council of a final development plan of the first phase of development within one (1) year from the date hereof. The Developer may apply for one or more one (1) year extensions, provided application is made in advance of the expiration date. Approval shall not unreasonably be withheld.
10. CONSTRUCTION ACCESS. Access to the site for construction activities from Pole Line Road will not be allowed during any phase of the project.
11. STANDARD DEVELOPER'S AGREEMENT. It is understood and agreed by the parties hereto that Developer shall execute the City's Standard Developer's Agreement.
12. GENERAL PROVISIONS.

- A. COOPERATION. The parties hereto agree to cooperate each with the other. Developer shall submit to the City all plans, specifications, and working drawings required by the City.
- B. ENTIRE AGREEMENT. This agreement constitutes the entire agreement between the parties concerning the Property and improvements described herein, and no amendment or modification to this agreement shall be valid or effective unless reduce to writing and signed by the parties.
- C. APPLICABLE LAW. This agreement shall be construed in accordance with the laws of the State of Idaho.
- D. NOTICES. If notices from one party to the other are desired or required hereunder such notices shall be delivered or mailed to the party to receive such at its address last known to the sender of such notice. Notices shall be deemed received on the date of hand delivery or upon seventy-two (72) hours following deposit in the United States mail, if properly addressed, stamped and sent with "return receipt requested". ON the date of this agreement, the addresses of the parties are as follows:

PUD. Del

DEVELOPER: GARY'S WESTLAND, L.L.C., GARY STORRER and CONNIE STORRER, husband and wife, and GEMCON FINANCIAL CORPORATION
1042 Wildwood Way
Twin Falls, ID 83301

CITY: City of Twin Falls
321 Second Avenue East
P.O. Box 1907
Twin Falls, Idaho 83303-1907

E. SUCCESSORS AND ASSIGNS. This agreement shall be binding upon the successors, assigns and legal representatives of the parties hereto. Transfer of all or a portion of the Property shall create a notation releasing the transferor from obligations under this agreement with respect to said transferred property.

F. SEVERABILITY. In the event any portion of this agreement is declared by a Court of competent jurisdiction to be invalid, illegal, or unenforceable, such portion shall be deemed severed from this agreement, and the remaining portions shall not be affected thereof.

G. SIGNATORIES. Each of the persons executing this agreement hereby warrants that he or she is duly authorized and empowered to so act on behalf of the entity for which he or she is signing, and that this agreement is binding on, and enforceable against, such entity.

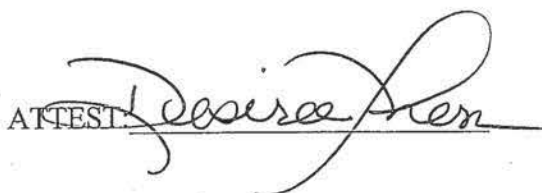
- H. EFFECTIVE DATE. This agreement shall become valid and binding upon its approval by the City, through its City Council, and upon its execution by the Mayor and the Developer.
- I. ATTORNEY FEES. In the event that either party should be required to retain an attorney to institute litigation because of the default or breach of the other, or to pursue any remedy provided by law, the party, which prevails in such litigation, shall be entitled to a reasonable attorney's fee.
- J. CONSTRUCTION. Should any provision of this Agreement require judicial interpretation, the Court interpreting or construing the same shall not apply a presumption that the terms hereof shall be more strictly construed against one party, by reason of the rule of construction that a contract is to be construed more strictly against the person who himself, or through his agents, prepared the same, it being acknowledged that both parties have participated in the preparation hereof.
- K. ATTACHMENT. All attachments to this Agreement and recitals are incorporated herein and made a part thereof as if set forth in full.
- L. CAPTIONS. The captions, sections and paragraph numbers appearing in this agreement are inserted only as a matter of convenience and shall in no way affect interpretation of this agreement.

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IN WITNESS WHEREOF, the City has affixed its seal and caused these presents to be executed
by its Mayor on the date above written.

CITY OF TWIN FALLS

ATTEST:



BY:

Mayor



GARY'S WESTLAND, L.L.C.

By:

Gary Storrer, Member



Gary Storrer



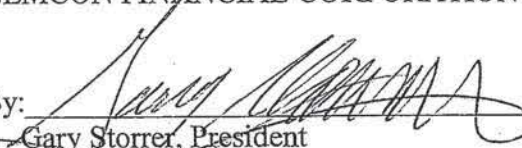
Connie Storrer



GEMCON FINANCIAL CORPORATION

By:

Gary Storrer, President



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ACKNOWLEDGMENTS

STATE OF IDAHO)
) ss.
County of Twin Falls)

On this 13TH day of JAN., 2012, before me, the undersigned, a Notary Public in and for said State and County, personally appeared BARY L. LANTING, known to me to be the MAYOR of Twin Falls, the municipal corporation that executed the within and foregoing instrument, and acknowledged to me that such municipal corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, the day and year in this certificate first above written.



Deseree Iverson
NOTARY PUBLIC FOR IDAHO

Residing at: TWIN FALLS

Commission expires: 1-18-2017

ACKNOWLEDGMENTS

STATE OF IDAHO)
) ss.
County of Twin Falls)

On this 13th day of January, 2012, before me, a notary public in and for said county and state, personally appeared Gary Storrer, known or identified to me to be a Member of Gary's Westland, L.L.C., the limited liability company that executed the instrument or the person who executed the instrument on behalf of said limited liability company, and acknowledged to me that such limited liability company executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.



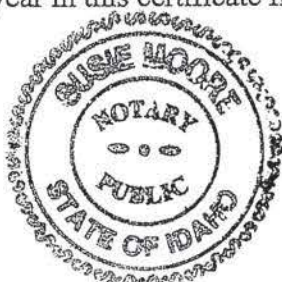
Susan Moore
NOTARY PUBLIC FOR IDAHO
Residing at: Twin Falls
My commission expires: 11-28-2014

STATE OF IDAHO)
) ss.
County of Twin Falls)

On this 13th day of January, 2012, before me, a notary public in and for said county and state, personally appeared Gary Storrer, known or identified to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same.

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IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.



Susie Moore
NOTARY PUBLIC FOR IDAHO
Residing at: Twin Falls
My commission expires: 11-28-2014

STATE OF IDAHO)
) ss.
County of Twin Falls)

On this 13th day of January, 2012, before me, a notary public in and for said county and state, personally appeared Connie Storrer, known or identified to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that she executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.



Susie Moore
NOTARY PUBLIC FOR IDAHO
Residing at: Twin Falls
My commission expires: 11-28-2014

STATE OF IDAHO)
) ss.
County of Twin Falls)

On this 3rd day of January, 2012, before me, a notary public in and for said county and state, personally appeared Gary Storrer, known or identified to me to be the President of Gemcon Financial Corporation, the corporation that executed the instrument or the person who executed the instrument on behalf of said corporation, and acknowledged to me that such corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.



Susie Moore
 NOTARY PUBLIC FOR IDAHO
 Residing at: TWIN FALLS
 My commission expires: 11-28-2014

DUG-2d

EXHIBIT "A"

ORDINANCE NO. 2843

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF TWIN FALLS, IDAHO, ANNEXING CERTAIN REAL PROPERTY BELOW DESCRIBED, PROVIDING THE ZONING CLASSIFICATION THEREFOR, AND ORDERING THE NECESSARY AREA OF IMPACT AND ZONING DISTRICTS MAP AMENDMENT.

WHEREAS, Gary's Westland, LLC, c/o Gary Storrer has made application for annexation of property located between the 1300, 1400, 1500, 1600, and 1700 blocks of Eastland Drive North and Hankins Road aka 3200 East Road; and,

WHEREAS, the City Planning and Zoning Commission for the City of Twin Falls, Idaho, held a Public Hearing as required by law on the 27th day of September, 2005, to consider the Zoning Designation and necessary Area of Impact and Zoning Districts Map amendment upon annexation of the real property below described; and,

WHEREAS, the City Planning and Zoning Commission has made recommendations known to the City Council for Twin Falls, Idaho; and,

WHEREAS, the City Council for the City of Twin Falls, Idaho, held a Public Hearing as required by law on the 24th day of October, 2005, to consider the Zoning Designation and necessary Area of Impact and Zoning Districts Map amendment upon annexation of the real property below described.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF TWIN FALLS, IDAHO:

SECTION 1. That the following described real property be and the same is hereby annexed into and declared to be a part of the City of Twin Falls, Idaho:

A parcel of land located in the N $\frac{1}{4}$, Section 2, and the SE $\frac{1}{4}$, Section 2, Range 17 East, Township 10 South, Boise Meridian, Twin Falls County, Idaho, and also located in the SE $\frac{1}{4}$, Section 35, Range 17 East, Township 9 South, Boise Meridian, Twin Falls County, Idaho, more particularly described as follows;

COMMENCING at the Northwest corner of Section 2;

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THENCE South 00°35'29" West 25.00 feet along the west boundary of the NW $\frac{1}{4}$, of said Section 2 to the REAL POINT OF BEGINNING;

THENCE South 89°55'02" East 1305.76 feet parallel with north boundary of the NW $\frac{1}{4}$, of Section 2;

THENCE South 00°04'58" West 179.89 feet;

THENCE South 89°55'02" East 374.89 feet parallel with the north boundary of the NW $\frac{1}{4}$, of Section 2;

THENCE North 29°50'19" West 186.00 feet;

THENCE North 11°20'43" East 44.54 feet to a point on the north boundary of the NW $\frac{1}{4}$, of Section 2;

THENCE South 89°55'02" East 150.98 feet along the north boundary of the NW $\frac{1}{4}$, Section 2;

THENCE North 19°32'10" West for a distance of 37.26 feet to the center of a 30.00 foot wide access and utility easement;

THENCE South 89°43'57" East 184.43 feet along the center of said access and utility easement to a point of curvature;

THENCE Along a curve to the left for a distance of 119.23 feet to the point of tangency, said arc having a radius of 274.82 feet and chord bearing and distance of North 77°50'18" East 118.30 feet;

THENCE North 65°24'03" East 27.62 feet along the center of said easement;

THENCE South 12°14'38" East 274.17 feet;

THENCE South 00°28'48" West 370.35 feet;

THENCE South 89°31'50" East 200.10 feet;

THENCE North 00°34'41" East 304.20 feet;

THENCE North 80°00'03" East 332.48 feet;

THENCE South 47°00'18" East 173.41 feet;

THENCE North 16°00'25" East 298.04 feet;

THENCE North 09°21'51" West 25.13 feet;

THENCE North 79°30'50" East 251.42 feet;

THENCE North 02°51'48" West 337.95 feet;

THENCE South 87°08'12" West 516.94 feet to the center of an access road;

THENCE Along a curve to the left for a distance of 15.17 feet to the point of tangency, said arc having a radius of 114.59 feet and a long chord bearing and distance of North 14°16'30" East 15.16 feet;

THENCE North 10°29'00" East 18.58 feet along the center of said access road;

THENCE North 86°49'00" East 445.79 feet;

THENCE North 11°47'00" East 184.65 feet;

THENCE North 87°51'02" West 227.89 feet;

THENCE North 13°39'03" East 216.19 feet;

THENCE South 87°29'00" East 445.81 feet;

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THENCE North 11°47'00" East 227.75 feet;
THENCE North 67°11'16" East 11.93 feet;
THENCE North 11°04'35" West 256.93 feet;
THENCE North 55°14'48" East 438.37 feet;
THENCE North 79°10'30" East 258.86 feet;
THENCE North 04°52'00" East 450.85 feet to a point on the
south rim of the Snake River Canyon;
THENCE Along the south rim of the Snake River Canyon on the
following courses:
North 85°51'28" East 119.08 feet;
South 77°09'58" East 111.18 feet;
North 77°13'56" East 54.48 feet;
South 60°44'15" East 72.04 feet;
North 74°11'30" East 58.51 feet;
North 78°58'06" East 57.23 feet;
North 69°34'21" East 143.13 feet;
THENCE Leaving the south rim of the Snake River Canyon, South
24°28'30" East 400.16 feet;
THENCE South 05°25'00" East 2909.04 feet;
THENCE South 12°27'14" East 67.77 feet;
THENCE North 89°22'04" West 1115.31 feet;
THENCE South 00°15'50" West 58.29 feet along the west boundary
of Government Lot 1, to the southwest corner of said
Lot 1;
THENCE South 00°15'05" West 183.01 feet;
THENCE South 76°50'11" East 1345.69 feet to the east boundary
of the NE $\frac{1}{4}$, of Section 2;
THENCE South 00°12'37" West 77.93 feet along east boundary of
said NE $\frac{1}{4}$, of Section 2;
THENCE South 89°32'21" West 340.40 feet;
THENCE South 00°12'37" West 205.09 feet parallel with the east
boundary of the NE $\frac{1}{4}$, Section 2;
THENCE South 44°33'26" East 226.16 feet;
THENCE South 59°35'49" East 209.53 feet to a point on the east
boundary of the NE $\frac{1}{4}$, Section 2;
THENCE South 00°12'37" West 310.00 feet along the east
boundary of the NE $\frac{1}{4}$, Section 2;
THENCE North 89°02'04" West 388.97 feet along the south
boundary of the NE $\frac{1}{4}$ of Section 2;
THENCE North 28°11'43" West 400.18 feet;
THENCE North 89°48'20" West 562.72 feet parallel with the
south boundary of the NE $\frac{1}{4}$ Section 2;
THENCE South 34°09'26" West 409.21 feet to a point on the
south boundary of the NE $\frac{1}{4}$ Section 2;
THENCE North 89°02'04" West 598.30 feet along said south
boundary of NE $\frac{1}{4}$ Section 2;
THENCE South 00°19'21" West 1316.92 feet to a point on the
south boundary of the NW $\frac{1}{4}$, SE $\frac{1}{4}$ Section 2;

THENCE North 88°53'09" West 657.28 feet along south boundary of the NW ¼, SE ¼ Section 2 to the southwest corner of the said NW ¼, SE ¼;

THENCE North 00°21'31" East 1315.21 feet along the west boundary of the NW ¼ SE ¼ Section 2;

THENCE North 89°02'05" West 1310.87 feet along the south boundary of the NW ¼ of Section 2 to the southwest corner of SE ¼, NW ¼ of Section 2 said point also being the southeast corner of Candleridge East Subdivision;

THENCE North 00°28'27" East 656.47 feet along the east boundary of Candleridge East Subdivision to the northeast corner of said Subdivision;

THENCE North 89°12'19" West 790.50 feet;

THENCE North 00°35'29" East 261.00 feet parallel with the west boundary of the NW ¼ of Section 2;

THENCE North 89°12'19" West 519.00 feet; to the west boundary of the NW ¼ of Section 2 also being the centerline of Eastland Drive North;

THENCE North 00°35'29" East 1654.50 feet along the said west boundary of the NW ¼ of Section 2 also the centerline of Eastland Drive North to the REAL POINT OF BEGINNING

Containing 343.204 Acres

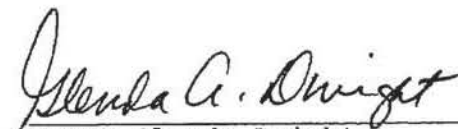
AND all public streets, highways, alleys and public rights-of-way adjacent and within this description.

SECTION 2. That the real property described in Section 1 hereof be and the same is hereby zoned R-2 PUD.

SECTION 3. That the Area of Impact and Zoning Districts Map for the City of Twin Falls, Idaho, be and the same is hereby amended to reflect the newly incorporated real property as hereby zoned.

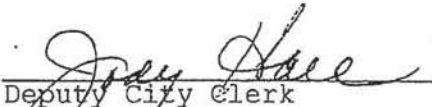
SECTION 4. That the City Clerk immediately upon the passage and publication of this Ordinance as required by law certify a copy of the same and deliver said certified copy to the County Recorder's office for indexing and recording.

PASSED BY THE CITY COUNCIL	October 31	, 2005
SIGNED BY THE MAYOR	October 31	, 2005


 Mayor Glenda Dwight

ATTEST:

PUD-261


Deputy City Clerk

PUBLISH: Thursday, November 10 , 2005

PUD-26

EXHIBIT "A"

ORDINANCE NO. 2858

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF TWIN FALLS, IDAHO, ANNEXING CERTAIN REAL PROPERTY BELOW DESCRIBED, PROVIDING THE ZONING CLASSIFICATION THEREFOR, AND ORDERING THE NECESSARY AREA OF IMPACT AND ZONING DISTRICTS MAP AMENDMENT.

WHEREAS, Gary's Westland, LLC, has made application for annexation of property located at the southeast corner of Eastland Drive North and Pole Line Road East; and,

WHEREAS, the City Planning and Zoning Commission for the City of Twin Falls, Idaho, held a Public Hearing as required by law on the 28th day of March, 2006, to consider the Zoning Designation and necessary Area of Impact and Zoning Districts Map amendment upon annexation of the real property below described; and,

WHEREAS, the City Planning and Zoning Commission has made recommendations known to the City Council for Twin Falls, Idaho; and,

WHEREAS, the City Council for the City of Twin Falls, Idaho, held a Public Hearing as required by law on the 1st day of May, 2006, to consider the Zoning Designation and necessary Area of Impact and Zoning Districts Map amendment upon annexation of the real property below described.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF TWIN FALLS, IDAHO:

SECTION 1. That the following described real property be and the same is hereby annexed into and declared to be a part of the City of Twin Falls, Idaho:

SEE ATTACHMENT "A"

AND all public streets, highways, alleys and public rights-of-way adjacent and within this description.

SECTION 2. That the real property described in Section 1 hereof be and the same is hereby zoned R-2 PUD.

SECTION 3. That the Area of Impact and Zoning Districts Map for the City of Twin Falls, Idaho, be and the same is hereby

amended to reflect the newly incorporated real property as hereby zoned.

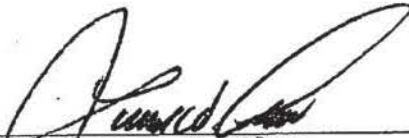
SECTION 4. That the City Clerk immediately upon the passage and publication of this Ordinance as required by law certify a copy of the same and deliver said certified copy to the County Recorder's office for indexing and recording.

PASSED BY THE CITY COUNCIL

May 1 , 2006

SIGNED BY THE MAYOR

May 2 , 2006



Mayor Lance W. Clow

ATTEST:



Deputy City Clerk

PUBLISH: Thursday,

May 11 , 2006

puD 261

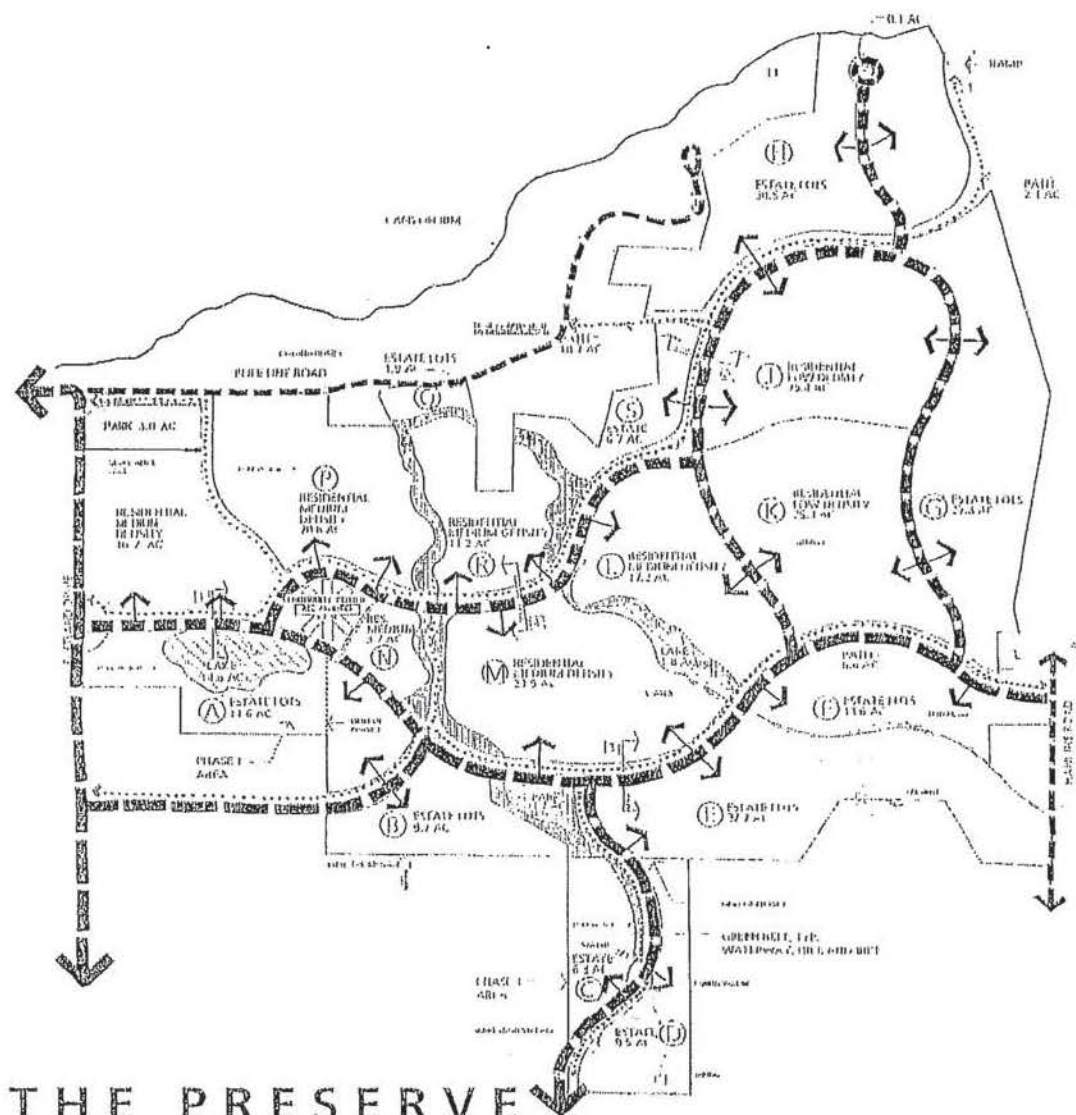
ATTACHMENT "A"

A parcel of land located in the NW ¼, of Section 2, Range 17 East, Township 10 South, Boise Meridian, Twin Falls County, Idaho, more particularly described as follows;

COMMENCING at the Northwest corner of Section 2;

THENCE South 00°35'29" West 25.00 feet along the west boundary of the NW ¼, of said Section 2 to the REAL POINT OF BEGINNING;
THENCE South 89°55'02" East 655.10 feet parallel with north boundary of the NW ¼, of Section 2;
THENCE South 01°03'34" West 552.46 feet;
THENCE South 61°58'51" East 76.49 feet;
THENCE South 51°11'32" East 187.05 feet;
THENCE South 38°02'35" East 245.33 feet;
THENCE South 32°15'21" East 128.40 feet;
THENCE South 39°53'21" East 25.00 feet to a point of curvature;
THENCE Along a curve to the left for a distance of 148.30 feet, said arc having a radius of 200.00 feet, a chord bearing South 28°52'06" West for a distance of 144.93 feet, and a delta of 42°29'07";
THENCE South 07°37'33" West 133.42 feet;
THENCE North 89°11'50" West 1019.47 feet to a point on the west boundary of Section 2 also the centerline of Eastland Drive North;
THENCE North 00°35'29" East 1272.40 feet along the west boundary of Section 2, also the centerline of Eastland Drive North to the REAL POINT OF BEGINNING;

Containing 24.310 Acres



SITE INFORMATION

OPEN SPACE		
LAKES	18.2 AC	
CHILDS	1.8	
PARKS, TRAILS, OPEN AREA	41.0	
SUBTOTAL	61.0 AC	
TOURIST CENTER		
RECREATION FACILITY	1.2 AC	
RESIDENTIAL		
ESTATE	2.0 AC	500.0 AC
LOW DENSITY RESIDENTIAL	2 to 4 D.U.	40.1
MEDIUM DENSITY RESIDENTIAL	5 to 8 D.U.	45.8
SUBTOTAL	203.5 AC	
ROADWAY		
40' COLLECTOR ROAD RIGHT-OF-WAY	13.5 AC	
30' HIGHWAY RIGHT-OF-WAY	11.1 AC	
SUBTOTAL	24.6 AC	
TOTAL	576.4 AC	

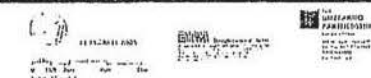
Notes

1. Acreages are approximate and may vary from final development plan.
2. Roadway locations are approximate. Final location and alignment will vary with final design.
3. Water courses will be adjusted to accommodate field topography.
4. Trail locations may vary but will maintain continuity while leaving residential areas.
5. Future park subject to relocation upon development of future phases.

THE PRESERVE
TWIN FALLS, IDAHO

OWNER
GARY STORER
TWIN FALLS, IDAHO

LAND USE DIAGRAM



RECEIVED

DEC 19 2011

CITY OF TWIN FALLS
PLANNING & ZONING

210-20

240-26

EXHIBIT "C"

**WATER SHARES
AND WATER RIGHTS
FOR
THE PRESERVE SUBDIVISION**

136.79 shares of Twin Falls Canal Company

0.50 CFS Waste Water right 47-17266

1.57 CFS Waste Water Right 47-17268

1.30 CFS Groundwater Right 47-4453



Canyon Rim Trail Looking S



Trailhead Park looking SE



End of Candelridge Dr.



Cheney Dr. ENtrance

